

Return To:  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

RECEIVED

11/17/18

## QUIT-CLAIM DEED

LAND USE DEPARTMENT

**KNOW ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE**, that **MR. G. 1., LLC**, a Connecticut limited liability company with an office and place of business at 11 Oswegatchie Road in the Town of Waterford, County of New London and State of Connecticut for the consideration of good and valuable considerations received to its full satisfaction of the **TOWN OF LEDYARD**, a municipal corporation with an office at 741 Colonel Ledyard Highway in the Town of Ledyard, County of New London and State of Connecticut does hereby remise, release, and forever **QUITCLAIM** unto the said **TOWN OF LEDYARD**:

A certain strip or parcel of land, together with the improvements thereon, if any, constituting a southeasterly half section of Vinegar Hill Road in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown and designated as "Land Within 30' of the Centerline of Vinegar Hill Road to be Conveyed to the Town of Ledyard For Road Widening Purposes. (Shaded Area)" on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" which strip or parcel of land is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set at the southeasterly corner of the herein described tract, the southwesterly corner of Lot 85 as shown on the above referenced plan and in the northeasterly line of land now or formerly of Jaxon Vibber as shown on the above referenced plan; thence running North 34°42'22" East for a distance of 117.77 feet bounded southeasterly by Lot 85 as shown on the above referenced plan to a rebar or drill hole to be set; thence running North 34°42'22" East for a distance of 145.05 feet bounded southeasterly by Lot 2 as shown on the above referenced plan to a rebar or drill hole to be set; thence running North 42°11'06" East for a distance of 131.58 feet bounded southeasterly in part by Lot 2 and in part by Marty's Way as shown on the above referenced plan to a monument or drill hole to be set; thence turning an interior angle of 90°00'00" and running in a northwesterly direction for a distance of 30 feet, more or less, to the centerline of Vinegar Hill Road; thence running in a southwesterly direction along the centerline of Vinegar Hill Road for a distance of 393 feet, more or less, to a point in said centerline of Vinegar Hill Road which is located North 45°13'01" West a distance of 30 feet from the rebar or drill hole to be set at the point and place of beginning; thence running South 45°13'01" East for a distance of 30 feet, more or less, bounded southwesterly in part by Vinegar

Exhibit # 4



Return To:  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

07/11/2018

10:00 AM

## QUIT-CLAIM DEED

LAND USE DEPARTMENT

**KNOW ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE**, that **MR. G. 1., LLC**, a Connecticut limited liability company with an office and place of business at 11 Oswegatchie Road in the Town of Waterford, County of New London and State of Connecticut for the consideration of good and valuable considerations received to its full satisfaction of the **TOWN OF LEDYARD**, a municipal corporation with an office at 741 Colonel Ledyard Highway in the Town of Ledyard, County of New London and State of Connecticut does hereby remise, release, and forever **QUITCLAIM** unto the said **TOWN OF LEDYARD**:

Two certain tracts or parcels of land, together with the improvements thereon, if any, situated in the Town of Ledyard, County of New London and State of Connecticut and being more particularly bounded and described as follows:

### **FIRST TRACT**

A certain tract or parcel of land, together with the improvements thereon, if any, situated southeasterly of Marty's Way in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown and designated as "Open Space" on certain maps or plans entitled: (i) "Plan Showing Eagles Landing An Open Space Subdivision Parcel History Map Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 200' July 2018 Revised: December 3, 2018 Sheet 2 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Connecticut Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (ii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (iii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 4 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (iv) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (v) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale:

1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 6 of 15  
Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT.  
06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net) and (vi) "Plan  
Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill  
Road Ledyard, Connecticut Scale: 1" = 100' July 2018 Revised: December 3, 2018 Revised:  
December 28, 2018 Sheet 15A of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335  
1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email:  
[dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)", which premises is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set at a northwesterly corner of the herein described tract and a northeasterly corner of Lot 9 as shown on Sheet 3 of 15 of the hereinbefore referenced plan, said point of beginning further being located in the southwesterly line of land now or formerly of James R. Sherrard as shown on the above referenced plan; thence running South 53°37'15" East for a distance of 25.00 feet bounded northeasterly by land now or formerly of James R. Sherrard as shown on the above referenced plan to a rebar or drill hole to be set; thence running South 37°17'46" West for a distance of 63.87 feet to a rebar or drill hole to be set; thence running South 30°16'43" West for a distance of 192.17 feet to a rebar or drill hole to be set; thence running South 27°05'05" West for a distance of 69.42 feet to a rebar or drill hole to be set, the last three (3) courses being bounded southeasterly by Lot 13 as shown on the above referenced plan; thence running South 27°05'05" West for a distance of 120.58 feet to a rebar or drill hole to be set; thence running South 24°50'28" West for a distance of 99.51 feet to a rebar or drill hole to be set; thence continuing South 24°50'28" West for a distance of 55.63 feet to a rebar or drill hole to be set; thence running South 27°43'33" West for a distance of 10.10 feet to a rebar or drill hole to be set, the last four (4) courses being bounded southeasterly by Lot 15 as shown on the above referenced plan; thence running South 27°43'33" West for a distance of 143.59 feet to a rebar or drill hole to be set; thence running South 23°16'10" West for a distance of 124.84 feet to a rebar or drill hole to be set, the last two (2) courses being bounded southeasterly by Lot 25 as shown on the above referenced plan; thence running South 23°16'10" West for a distance of 46.31 feet to a rebar or drill hole to be set; thence running South 17°51'48" West for a distance of 164.29 feet to a rebar or drill hole to be set; thence running South 25°32'09" West for a distance of 265.65 feet to a rebar or drill hole to be set; thence running South 36°04'06" West for a distance of 152.36 feet to a rebar or drill hole to be set; thence running South 27°20'57" West for a distance of 79.36 feet to a rebar or drill hole to be set; thence running South 09°58'01" West for a distance of 122.24 feet to a rebar or drill hole to be set, the last six (6) courses being bounded southeasterly by Lot 27 as shown on Sheets 3 of 15 and 4 of 15 of the above referenced plan; thence running South 68°04'39" East for a distance of 1,336.75 feet bounded northeasterly by Lot 27 as shown on Sheet 15A of 15 of the above referenced plan to a rebar or drill hole to be set; thence running North 31°55'41" East for a distance of 505.00 feet bounded northwesterly by Lot 27 as shown on Sheet 15A of 15 the above referenced plan to a rebar or drill hole to be set; thence running North 31°55'41" East for a distance of 293.20 feet bounded northwesterly by Lot 25 as shown on Sheet 15A of 15 of the above referenced plan to a point; thence running North 31°55'41" East for a distance of 256.66 feet bounded northwesterly by Lot 15 as shown on Sheet 15A of 15 of the above referenced plan to a rebar or drill hole to be set; thence running North 31°55'41" East for a distance of 285.44 feet bounded northwesterly by Lot 13 as shown on Sheet 15A of 15 of the above referenced plan

to a rebar or drill hole to be set; thence running South 53°37'15" East for a distance of 1,103.14 feet bounded northeasterly by land now or formerly of James R. Sherrard as shown on Sheet 2 of 15 of the above referenced plan to an angle point; thence running in a northeasterly direction for a distance of 450.00 feet bounded northwesterly by said Sherrard land to a stone wall at land now or formerly of the City of Groton as shown on Sheet 2 of 15 of the above referenced plan; thence running in a southeasterly direction for a distance of 105.09 feet along a stone wall to an angle in said stone wall; thence continuing in a southeasterly direction for a distance of 243.34 feet along a stone wall to a point, the last two (2) courses being bounded northeasterly by land now or formerly of the City of Groton; thence running in a southerly direction for a distance of 1,764.89 feet bounded easterly by land now or formerly of the City of Groton to a stone wall; thence running in a northwesterly direction for a distance of 295.68 feet along a stone wall to a stone wall corner; thence running in a southwesterly direction for a distance of 412 feet, more or less, along a stone wall to a stone wall corner; thence running in a northwesterly direction for a distance of 497.0 feet along a stone wall to a stone wall corner; thence running in a southwesterly direction for a distance of 70.0 feet along a stone wall to a stone wall corner; thence running in a northwesterly direction for a distance of 275.0 feet along a stone wall to the end of said stone wall; thence running in a southwesterly direction for a distance of 185 feet, more or less, to a stone wall corner at land now or formerly of the Estate of William G. Atkinson, Jr. as shown on Sheet 2 of 15 of the above referenced plan, the last six (6) courses being bounded by land now or formerly of the City of Groton; thence running in a northwesterly direction for a distance of 513 feet, more or less, along a stone wall to an angle in said stone wall; thence continuing in a northwesterly direction for a distance of 291.80 feet along a stone wall to an angle in said stone wall; thence continuing in a northwesterly direction for a distance of 355.37 feet along a stone wall to a stone wall corner, the last three (3) courses being bounded southwesterly by land now or formerly of the Estate of William G. Atkinson, Jr.; thence running in a northeasterly direction for a distance of 22.04 feet along a stone wall to an angle in said stone wall; thence continuing in a northeasterly direction for a distance of 15.61 feet along a stone wall to a stone wall corner; thence running in a northwesterly direction for a distance of 65.29 feet along a stone wall to an angle in said stone wall; thence continuing in a northwesterly direction for a distance of 153.78 feet along a stone wall to the end of said stone wall; thence running in a northwesterly direction for a distance of 376.06 feet to the end of a stone wall; thence running in a westerly direction for a distance of 137.69 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 77.83 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 57.06 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 102.43 feet along a stone wall to a stone wall corner; thence running in a southwesterly direction for a distance of 174.50 feet along a stone wall to a stone wall corner; thence running in a westerly direction for a distance of 46.71 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 17.05 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 73.19 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 76.20 feet along a stone wall to an angle in said stone wall; thence running in a westerly direction for a distance of 148.19 feet along a stone wall to a stone wall corner, the last fifteen (15) courses being bounded by land now or formerly of the Town of Ledyard; thence running in a northeasterly direction for a distance of 226.13 feet along a stone wall to an angle in said stone wall; thence running in a

northeasterly direction for a distance of 21.92 feet along a stone wall to an angle in said stone wall; thence running in a northeasterly direction for a distance of 121.85 feet along a stone wall to an angle in said stone wall; thence running North 30°15'46" East for a distance of 151.60 feet along a stone wall to a rebar or drill hole to be set in said stone wall at the southwesterly corner of Lot 24 as shown on Sheet 6 of 15 and 15A of 15 of the above referenced plan, the last four (4) courses being bounded generally northwesterly by land now or formerly of the Town of Ledyard; thence running South 67°42'50" East for a distance of 244.00 feet bounded northeasterly by Lot 24 as shown on Sheet 6 of 15 of the above referenced plan to a rebar or drill hole to be set; thence running North 40°25'38" East for a distance of 113.80 feet to a rebar or drill hole to be set; thence running North 25°32'09" East for a distance of 68.00 feet to a rebar or drill hole to be set; thence running North 09°58'01" East for a distance of 55.24 feet to a rebar or drill hole to be set, the last three (3) courses being bounded northwesterly by Lot 24 as shown on Sheet 6 of 15 of the above referenced plan; thence running North 09°58'01" East for a distance of 67.40 feet to a rebar or drill hole to be set; thence running North 27°20'57" East for a distance of 85.09 feet to a rebar or drill hole to be set; thence running North 36°04'06" East for a distance of 123.77 feet to a rebar or drill hole to be set in a stone wall, the last three (3) courses being bounded northwesterly by Lot 26 as shown on Sheet 4 of 15 of the above referenced plan; thence running North 36°04'06" East for a distance of 28.19 feet to a rebar or drill hole to be set; thence running North 25°32'09" East for a distance of 261.67 feet to a rebar or drill hole to be set; thence running North 17°51'48" East for a distance of 109.07 feet to a monument or drill hole to be set, the last three (3) courses being bounded northwesterly by Lot 28 as shown on Sheet 4 of 15 of the above referenced plan; thence running North 17°51'48" East for a distance of 54.73 feet to a rebar or drill hole to be set; thence running North 23°16'10" East for a distance of 62.01 feet to a rebar or drill hole to be set, the last two (2) courses being bounded northwesterly by Lot 29 as shown on Sheet 3 of 15 of the above referenced plan; thence running North 23°16'10" East for a distance of 111.29 feet to a rebar or drill hole to be set; thence running North 27°43'33" East for a distance of 76.87 feet to a monument or drill hole to be set, the last two (2) courses being bounded northwesterly by Lot 23 as shown on Sheet 3 of 15 the above referenced plan; thence running North 27°43'33" East for a distance of 77.16 feet to a rebar or drill hole to be set; thence running North 24°50'28" East for a distance of 55.00 feet to a rebar or drill hole to be set, the last two (2) courses being bounded northwesterly by Lot 21 as shown on Sheet 3 of 15 of the above referenced plan; thence running North 24°50'28" East for a distance of 100.00 feet bounded northwesterly by Lot 19 as shown on Sheet 3 of 15 of the above referenced plan to a monument or drill hole to be set; thence running North 27°05'05" East for a distance of 120.10 feet bounded northwesterly by Lot 17 as shown on Sheet 3 of 15 of the above referenced plan to a rebar or drill hole to be set; thence running North 27°05'05" East for a distance of 71.09 feet to a rebar or drill hole to be set; thence running North 30°16'43" East for a distance of 83.63 feet to a monument or drill hole to be set, the last two (2) courses being bounded northwesterly by Lot 11 as shown on Sheet 3 of 15 of the above referenced plan; thence running North 30°16'43" East for a distance of 110.77 feet to a rebar or drill hole to be set; thence running North 37°17'46" East for a distance of 65.00 feet to the rebar or drill hole to be set at the point and place of beginning, the last two (2) courses being bounded northwesterly by Lot 9 as shown on Sheet 3 of 15 of the above referenced plan.

Said premises is conveyed together with a non-exclusive easement for ingress and egress by foot, but not by vehicle, over and across portions of Lots 11 and 17 as shown on Sheet 3 of 15 of the above referenced plan, which access easement area is more particularly shown and designated as "Access, Utility and Maintenance Easement in Favor of 13 and 15 Marty's Way and Access to Drainage Basin and Open Space in Favor of the Town of Ledyard Over 11 and 17 Marty's Way (See Detail)" on Sheet 3 of 15 of the above referenced plan which access easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly streetline of Marty's Way at the northwesterly corner of Lot 17 and the southwesterly corner of Lot 11 as shown on Sheet 3 of 15 of the above referenced plan; thence running North  $24^{\circ}50'28''$  East for a distance of 12.50 feet bounded northwesterly by Marty's Way to a point; thence running South  $65^{\circ}09'32''$  East for a distance of 205.19 feet to a point in the northwesterly line of the hereinbefore described open space area; thence running South  $27^{\circ}05'05''$  West for a distance of 12.51 feet bounded southeasterly by said open space area to a rebar or drill hole to be set; thence continuing South  $27^{\circ}05'05''$  West for a distance of 12.51 feet bounded southeasterly by said open space area to a point; thence running North  $65^{\circ}09'32''$  West for a distance of 204.21 feet to a point in the southeasterly streetline of Marty's Way; thence running North  $24^{\circ}50'28''$  East for a distance of 12.50 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said access easement area.

The Releasor hereby reserves an easement for purposes of ingress and egress and for the installation of utilities over and across that portion of the hereinbefore described premises which is shown and designated as "Easement in Favor of 13 and 15 Marty's Way Over Town of Ledyard Open Space (See Detail)" on Sheet 3 of 15 of the above referenced plan, which reserved easement area is also reserved to and for the benefit of the Town of Ledyard for purposes of installing storm drainage facilities and providing access to certain stormwater detention and stormwater quality structures located within the limits of Lot 13 as delineated on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 8 of 15 Dieter & Gardner Land Surveyors - Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)", together with the right to assign and convey said reserved easement to the Town of Ledyard.

The Releasor hereby reserves (i) an easement for ingress and egress by foot and by vehicle and for all purposes and (ii) the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Areas), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and street lighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Releasor's lands); the right to provide electric, communication, signal and street lighting service by means of the same; and the right to enter the Releasee's lands for the purpose of inspecting, maintaining or removing same and the right, after

consultation with the Releasee when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Releasor are necessary to maintain such services over, under and across the hereinafter described "Easement Areas".

Said Easement Areas are more particularly shown and designated as (i) "Easement in favor of 13 and 15 Marty's Way Over Town of Ledyard Open Space (See Detail)" and (ii) "Easement in Favor of 25 and 27 Marty's Way Over Town of Ledyard Open Space (See Detail)" on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors - Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)".

The Releasee agrees, that except with the written permission of the Releasor, that (i) no building, structure, or other improvement or obstruction shall be located upon, there shall be no excavation, filling, flooding or grading of, and there shall be no parking of vehicles or planting of trees or shrubbery upon the Easement Area or outside the Easement Area within five (5) feet from any facilities or appurtenances installed to provide services to any structures erected on the Releasor's premises and (ii) nothing shall be attached, temporarily or permanently to any property of the Releasor installed by virtue of this Easement. The Releasor may, without liability to the Releasee, and at the expense of the Releasee, remove and dispose of any of the aforesaid made or installed in violation of the above and restore said land to its prior condition. In the event of the damage to or destruction of any of said facilities of the Releasor by the Releasee or agents or employees thereof, all costs of repair or replacement shall be borne by the Releasee.

The Releasor further agrees that as long as and to the extent that the electric distribution system, together with all appurtenances, located on said land pursuant to this reservation of easement are used to provide electric, communication, signal or street lighting service, the Releasor will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system, the Releasor shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Releasee contrary to the provisions of this easement.

If any portion of the above-described land upon or under which said facilities or appurtenances thereto shall be located is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of the State of Connecticut relating to adjoining landowners is hereby given to the Releasor and to its successors and assigns to use that portion of the land for purposes and in the manner above described.

The Releasor herein expressly reserves the right to assign or convey the above-described reservation of easement to The Connecticut Light and Power Company d/b/a Eversource Energy,



a specially chartered Connecticut corporation, its successors and assigns, together with the further right of assignment to any communication or signal company, and the Releasee herein hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described herein and therein for electric distribution, communication or signal purposes.

The Releasee, in consideration of the conveyance of the hereinbefore described real property, herein hereby agrees to execute any easement or ancillary document required by any public utility company to give full force and effect to the covenants herein contained.

The words "Releasor" and "Releasees" shall include lessees, heirs, executors, administrators, successors and assigns where the context so requires or permits.

## SECOND TRACT

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the southwesterly side of the cul-de-sac at the southwesterly end of Marty's Way in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors - Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" which premises is more particularly bounded and described as follows:

Beginning at a drill hole set at a stone wall corner in the westerly line of the cul-de-sac at the southwesterly end of Marty's Way at the northerly corner of the herein described tract and on the dividing line between the herein described tract and Lot 22 as shown on the above referenced plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 23°52'39" for a distance of 25.00 feet bounded easterly by the cul-de-sac at the southwesterly end of Marty's Way to a monument or drill hole to be set; thence running South 65°14'17" West for a distance of 16.95 feet bounded southeasterly by Lot 28 as shown on the above referenced plan to a rebar or drill hole to be set in a stone wall; thence running North 21°05'15" East for a distance of 34.00 feet along a stone wall bounded northwesterly by other land now or formerly of the Town of Ledyard to the drill hole set at the stone wall corner at the point and place of beginning.

The premises hereinbefore described contain inland wetlands, watercourses, upland habitat areas and open space areas. The area hereinbefore described shall be kept as open space in its natural and open state and restricted from any development with buildings or otherwise, or any other use other than as open space to protect the wetland, watercourse and adjacent upland habitat areas located on said premises adjacent to said wetlands and watercourses, as a sanctuary for the native wildlife and native wild plants located on said premises, with the following exceptions:

- (a) The installation of electric and electric transmission and distribution facilities within the limits of the "Eversource Easement" as shown on the above referenced plans pursuant to the provisions of previously granted utility rights and easements to the Connecticut Light and Power Company and/or the Hartford Electric Light Company.
- (b) An easement hereby reserved by the Releasor herein for purposes of ingress and egress and for the installation of utilities over and across that area shown and designated as "Easement in Favor of 25 and 27 Marty's Way Over Town of Ledyard Open Space (See Detail)" on Sheet 3 of 15 of the above referenced plan.
- (c) An easement for purposes of ingress and egress and for the installation of utilities over and across that portion of the hereinbefore described premises which is shown and designated as "Easement in Favor of 13 and 15 Marty's Way Over Town of Ledyard Open Space (See Detail)" on Sheet 3 of 15 of the above referenced plan, which reserved easement area is also reserved to and for the benefit of the Town of Ledyard for purposes of installing storm drainage facilities and providing access to certain stormwater detention and stormwater quality structures located within the limits of Lot 13 as delineated on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 8 of 15 Dieter & Gardner Land Surveyors - Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)".

The hereinbefore described premises are further conveyed subject to the following covenants and conditions:

1. The Releasee, for itself, its successors and assigns, hereby agrees that it shall retain the afore-described premises in its natural, scenic and open condition and that it shall be used only for passive uses which will keep the area located thereon in a natural state; provided, however, that with the approval of the Ledyard Inland Wetlands and Watercourses Commission and the Ledyard Planning and Zoning Commission, said premises may be utilized for active recreational purposes. Without limiting the generality of the foregoing, the Releasee, for itself, its successors and assigns, hereby agrees that the following activities shall be prohibited on the conveyed premises:
  - (a) The construction and placing of buildings, camping accommodations, mobile homes or sanitary waste disposal systems.
  - (b) The placing or erecting of signs, billboards or similar advertising materials or structures of any kind or nature whatsoever.

- (c) The making of any topographic changes thereon other than changes as may hereafter be approved by the Ledyard Inland Wetlands and Watercourses Commission and the Ledyard Planning and Zoning Commission for the use of any portion of said premises for active recreation purposes. Topographic changes shall include, without limiting the generality of the foregoing, the cutting of trees (except as may be required by good tree husbandry and maintenance practices), filling, excavating, dredging, mining or drilling, removal of top soil, sand, gravel, rocks or minerals or alteration of the natural or existing watercourses or drainage and such changes are required pursuant to the hereinbefore delineated excepted and reserved rights.
- (d) The use or application on said premises of any pesticides, electronic pest control devices, poisons, biocides or fertilizers.
- (e) The draining of wetlands, burning of marshlands, or disturbance and/or change in the natural habitat of said premises.
- (f) The manipulation or alteration of natural watercourses, stream beds, stream shores, marshes or other water bodies, or any uses or activities upon said premises which could be detrimental to water purity or to any vegetative wildlife or hydrological function.
- (g) The operation of bicycles, snowmobiles, dune buggies, motorcycles, mini bikes, go-karts, all-terrain vehicles, golf carts or any other type of motorized vehicles upon or within said premises, except as are authorized pursuant to the terms and provisions of the hereinbefore excepted and reserved rights.
- (h) The dumping or placing of trash, ashes, leaves, waste, rubbish, garbage, junk, grass clippings or unsightly or offensive materials within or upon said premises. In the event that any such materials shall be deposited within or upon said premises, the Releasee shall cause the removal of any such materials from said premises within sixty (60) days of the date that the Releasee receives notice of the deposition of any such materials within the limits of the hereinbefore conveyed premises. Notice shall be provided in writing and directed to the Town Clerk of the Town of Ledyard, with a copy to be provided to the Mayor of the Town of Ledyard, each by United States first class mail, certified, return receipt requested.
- (i) The removal or destruction of trees, shrubs, natural vegetation, the killing of wildlife, spraying pesticides or any other activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, wildlife, habitat or the maintenance of the land and water areas on the hereinbefore conveyed premises, except as are authorized pursuant to the terms and provisions of the hereinbefore excepted and reserved rights.

2. The covenants contained herein shall be deemed conservation easements pursuant to the provisions of Connecticut General Statutes §§47-42a through 47-42c, inclusive, and shall be construed as a benefit running with the land in perpetuity, and shall be binding upon the Releasor, the Releasee and their respective successors and assigns.
3. Invalidation of any one of the restrictions or covenants contained herein shall not affect any other restrictions, conditions or covenants, which other restrictions, conditions or covenants shall remain in full force and effect.

Said premises is conveyed subject to easements, restrictions and agreements as of record appear, building and building line restrictions, any and all provisions of municipal ordinances including planning, zoning and inland wetland regulations of the Town of Ledyard, Connecticut, public or private law, and taxes to the Town of Ledyard, Connecticut on the List of October 1, 2018 and thereafter coming due.


Reference is hereby made to a deed from Martin Gottesdiener to Mr. G. 1., LLC dated December 31, 1996 and recorded in Volume 265, Page 649 of the Ledyard Land Records

**TO HAVE AND TO HOLD** the premises, with all the appurtenances, unto it, the said Releasee, its successors and assigns, to its and their proper use and behoof forever, so that neither it, the said Releasor, nor its successors nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

**IN WITNESS WHEREOF**, Mr. G. 1., LLC, acting herein by Amy Gottesdiener, its Member, has hereunto set its hand and seal this 26th day of November, 2019.

Signed, Sealed and Delivered  
in the Presence of:

MR. G. 1., LLC

  
\_\_\_\_\_  
HENRY B. HELLER

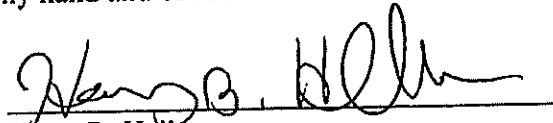
By:  (L.S.)  
Amy Gottesdiener, its Member

  
\_\_\_\_\_  
Paul C. Green

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

On this the 26<sup>th</sup> day of November, 2019, before me, the undersigned officer, personally appeared Amy Gottesdiener, who acknowledged herself to be a Member of Mr. G. 1., LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be her free act and deed, as Member aforesaid, and the free act and deed of Mr. G. 1., LLC.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Harry B. Heiter  
Commissioner of the Superior Court

Latest Address of the Grantee  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

Return To:  
Mr. G. I., LLC  
Attn: Ms. Amy Gottesdiener  
11 Oswegatchie Road  
Waterford, CT 06385

## WARRANTY DEED

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

**KNOW YE, THAT I, TERRY L. KONRAD**, of the Town of East Haddam, County of Middlesex and State of Connecticut, for good and valuable considerations received to my full satisfaction of MR. G. I., LLC, a Connecticut limited liability company with an office and place of business at 11 Oswegatchie Road, in the Town of Waterford, County of New London and State of Connecticut do give, grant, bargain, sell and confirm unto the said **MR. G. I., LLC**:

Two (2) certain tracts or parcels of land, together with the improvements thereon, if any, situated in the Town of Ledyard, County of New London and State of Connecticut and being more particularly bounded and described as follows:

### FIRST TRACT

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the southeasterly side of Vinegar Hill Road in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown on certain maps or plans entitled: (i) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G I LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (ii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G I LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 4 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (iii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G I LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" and (iv) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G I LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 6 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)", which premises is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the southeasterly line of a strip of land deeded or to be deeded to the Town of Ledyard for the future widening of Vinegar Hill Road at a westerly corner of the herein described tract and on the dividing line between the herein described tract and Lot 85 as shown on the above referenced plan; thence running North 34°42'22" East for a distance of

145.05 feet to a rebar or drill hole to be set; thence running North 42°11'06" East for a distance of 32.71 feet to a monument or drill hole to be set; thence continuing North 42°11'06" East for a distance of 98.87 feet, in part along a stone wall, to a monument or drill hole to be set; thence running North 48°02'31" East for a distance of 62.63 feet along the face of a stone wall to a rebar or drill hole to be set; thence running North 40°41'59" East for a distance of 113.11 feet along the face of a stone wall to a rebar or drill hole to be set, the last five (5) courses being bounded northwesterly by a strip of land deeded or to be deeded to the Town of Ledyard for the future widening of Vinegar Hill Road and Vinegar Hill Road; thence running South 53°37'15" East for a distance of 93.00 feet to a monument or drill hole to be set; thence continuing South 53°37'15" East for a distance of 100.00 feet to a rebar or drill hole to be set; thence continuing South 53°37'15" East for a distance of 135.00 feet to a monument or drill hole to be set; thence continuing South 53°37'15" East for a distance of 184.26 feet to a rebar or drill hole to be set; thence continuing South 53°37'15" East for a distance of 34.00 feet to a rebar or drill hole to be set, the last five (5) courses being bounded northeasterly by land now or formerly of James R. Sherrard as shown on the above referenced plan; thence running South 37°17'46" West for a distance of 65.00 feet to a rebar or drill hole to be set; thence running South 30°16'43" West for a distance of 110.77 feet to a monument or drill hole to be set; thence continuing South 30°16'43" West for a distance of 83.63 feet to a rebar or drill hole to be set; thence running South 27°05'05" West for a distance of 71.09 feet to a rebar or drill hole to be set; thence continuing South 27°05'05" West for a distance of 120.10 feet to a monument or drill hole to be set; thence running South 24°50'28" West for a distance of 100.00 feet to a rebar or drill hole to be set; thence continuing South 24°50'28" West for a distance of 55.00 feet to a rebar or drill hole to be set; thence running South 27°43'33" West for a distance of 77.16 feet to a monument or drill hole to be set; thence continuing South 27°43'33" West for a distance of 76.87 feet to a rebar or drill hole to be set; thence running South 23°16'10" West for a distance of 111.29 feet to a rebar or drill hole to be set; thence continuing South 23°16'10" West for a distance of 62.01 feet to a rebar or drill hole to be set; thence running South 17°51'48" West for a distance of 54.73 feet to a monument or drill hole to be set; thence running South 17°51'48" West for a distance of 109.07 feet to a rebar or drill hole to be set; thence running South 25°32'09" West for a distance of 261.67 feet to a rebar or drill hole to be set; thence running South 36°04'06" West for a distance of 28.19 feet to a rebar or drill hole to be set in a stone wall; thence running South 36°04'06" West for a distance of 123.77 feet to a rebar or drill hole to be set; thence running South 27°20'57" West for a distance of 85.09 feet to a rebar or drill hole to be set; thence running South 09°58'01" West for a distance of 67.40 feet to a rebar or drill hole to be set; thence running South 09°58'01" West for a distance of 55.24 feet to a rebar or drill hole to be set; thence running South 25°32'09" West for a distance of 68.00 feet to a rebar or drill hole to be set; thence running South 40°25'38" West for a distance of 113.80 feet to a rebar or drill hole to be set; thence running North 67°42'50" West for a distance of 244.00 feet to a rebar or drill hole to be set in a stone wall, the last twenty-two (22) courses being bounded by land conveyed by Mr. G. 1., LLC to the Town of Ledyard, Connecticut for open space; thence running North 30°15'46" East for a distance of 61.45 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence running North 28°27'50" East for a distance of 49.43 feet along a stone wall to a rebar or drill hole to be set at a stone wall corner; thence running North 29°57'40" East for a distance of 78.78 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 21°38'57" East for a distance of 41.93 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 21°38'57" East for a distance of 126.84 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 27°06'22" East for a distance of 79.84 feet along a stone wall to a drill hole set at a stone wall corner; thence running North 19°15'52" East for a distance of 4.28 feet along a stone wall to a drill

hole set at an angle in said stone wall; thence running North 80°02'53" East for a distance of 4.83 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 12°06'01" East for a distance of 18.68 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 11°37'22" East for a distance of 11.83 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 21°40'48" East for a distance of 295.49 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 21°05'15" East for a distance of 3.92 feet along a stone wall to a drill hole set at an angle in said stone wall; thence running North 21°05'15" East for a distance of 329.01 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence continuing North 21°05'15" East for a distance of 34.00 feet along a stone wall to a drill hole set at a stone wall corner; thence running North 69°50'15" West for a distance of 251.99 feet along a stone wall to a drill hole set at a stone wall corner; thence running North 04°21'57" East for a distance of 96.12 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running North 09°47'13" West for a distance of 12.94 feet along a stone wall to a rebar or drill hole to be set in said stone wall, the last seventeen (17) courses being bounded by land now or formerly of the Town of Ledyard; thence running North 48°37'57" East for a distance of 209.00 feet bounded northwesterly by land now or formerly of Jaxon Vibber as shown on the above referenced plan to a rebar or drill hole to be set; thence running North 60°46'23" East for a distance of 3.40 feet to a rebar or drill hole to be set; thence continuing North 60°46'23" East for a distance of 148.08 feet to a monument or drill hole to be set; thence running North 53°37'15" West for a distance of 100.00 feet to a rebar or drill hole to be set; thence continuing North 53°37'15" West for a distance of 103.00 feet to the rebar or drill hole to be set at the point and place of beginning, the last four (4) courses being bounded by Lot 85 as shown on Sheet 3 of 15 of the herein before referenced survey plan.

## SECOND TRACT

A certain tract or parcel of land, together with the improvements thereon, if any, situated southeasterly, northeasterly and northwesterly of an open space area located southeasterly of Vinegar Hill Road in the Town of Ledyard, County of New London and State of Connecticut, which premises is more particularly shown on certain maps or plans entitled: (i) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (ii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 4 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (iii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (iv) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 6 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" and (v) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road



Ledyard, Connecticut Scale: 1" = 100' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 15A of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)", which premises is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set at the northwesterly corner of the herein described tract, the northeasterly corner of an open space area conveyed by Mr. G. I., LLC to the Town of Ledyard, said point of beginning further being located in the southwesterly line of land now or formerly of James R. Sherrard as shown on the above referenced plans; thence running South 37°17'46" West for a distance of 63.87 feet to a rebar or drill hole to be set; thence running South 30°16'43" West for a distance of 192.17 feet to a rebar or drill hole to be set; thence running South 27°05'05" West for a distance of 69.42 feet to a rebar or drill hole to be set; thence continuing South 27°05'05" West for a distance of 120.58 feet to a rebar or drill hole to be set; thence running South 24°50'28" West for a distance of 99.51 feet to a rebar or drill hole to be set; thence continuing South 24°50'28" West for a distance of 55.63 feet to a rebar or drill hole to be set; thence running South 27°43'33" West for a distance of 10.10 feet to a rebar or drill hole to be set; thence continuing South 27°43'33" West for a distance of 143.59 feet to a rebar or drill hole to be set; thence running South 23°16'10" West for a distance of 124.84 feet to a rebar or drill hole to be set; thence continuing South 23°16'10" West for a distance of 46.31 feet to a rebar or drill hole to be set; thence running South 17°51'48" West for a distance of 164.29 feet to a rebar or drill hole to be set; thence running South 25°32'09" West for a distance of 265.65 feet to a rebar or drill hole to be set; thence running South 36°04'06" West for a distance of 152.36 feet to a rebar or drill hole to be set; thence running South 27°20'57" West for a distance of 79.36 feet to a rebar or drill hole to be set; thence running South 09°58'01" West for a distance of 122.24 feet to a rebar or drill hole to be set; thence running South 68°04'39" East for a distance of 1,336.75 feet to a point; thence running North 31°55'41" East for a distance of 505.00 feet to a point; thence continuing North 31°55'41" East for a distance of 293.20 feet to a point; thence continuing North 31°55'41" East for a distance of 256.66 feet to a point; thence running North 31°55'41" East for a distance of 285.44 feet to a point, the last twenty-one (21) courses being bounded by land conveyed by Mr. G. I., LLC to the Town of Ledyard; thence running North 53°37'15" West for a distance of 1,503.27 feet bounded northeasterly by land now or formerly of James R. Sherrard to the rebar or drill hole to be set at the point and place of beginning.

The hereinbefore described premises is conveyed together with two (2) certain easements for all purposes, which easements are more particularly described as follows:

- (i) That easement shown and designated as "Easement In Favor of 13 and 15 Marty's Way Over Town of Ledyard Open Space (See Detail)" on Sheet 3 of 15 of the hereinbefore referenced plans.
- (ii) That easement shown and designated as "Easement In Favor of 25 and 27 Marty's Way Over Town of Ledyard Open Space (See Detail)" on Sheet 3 of 15 of the hereinbefore referenced plans.

Said premises is conveyed together with all of the right, title and interest of the Grantor herein created pursuant to the terms and provisions of certain Joint Driveway Easement and Maintenance Agreements recorded in Volume 582, Page 461 of the Ledyard Land Records; Volume 582, Page 466 of the Ledyard Land Records and Volume 582, Page 472 of the Ledyard Land

Records. **THE PURPOSE AND INTENT HEREOF IS TO MERGE THE RIGHTS CREATED THEREUNDER WITH THE FEE TITLE TO THE REAL PROPERTY CONVEYED PURSUANT TO THIS DEED THEREBY TERMINATING ALL OF THE RIGHTS, BENEFITS AND EASEMENTS CONTAINED IN SAID JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENTS.** Said premises is further conveyed together with an easement for all purposes over and across a strip of land lying southeasterly of the southeasterly line of Vinegar Hill Road and northwesterly of the northwesterly line of the hereinbefore described premises, which right of way shall terminate at such time as said strip of land is conveyed to the Town of Ledyard for highway purposes.

The Second Tract hereinbefore conveyed does not constitute an approved building lot without further action of the Ledyard Planning and Zoning Commission.

**THE PURPOSE AND INTENT OF THIS DEED AND A DEED RECORDED IMMEDIATELY PRIOR HERETO IN THE LEDYARD, CONNECTICUT LAND RECORDS FROM THE GRANTEE HEREIN TO THE GRANTOR HEREIN IS TO COMBINE THE INDIVIDUAL TRACTS OR PARCELS OF LAND CONVEYED PURSUANT TO THE DEED RECORDED IMMEDIATELY PRIOR HERETO IN THE LEDYARD, CONNECTICUT LAND RECORDS FROM THE GRANTEE HEREIN TO THE GRANTOR HEREIN; AND, AS A CONSEQUENCE OF SUCH COMBINATION, TO TERMINATE AND EXTINGUISH THE SUBDIVISION APPROVAL OF THE EAGLES LANDING SUBDIVISION GRANTED BY THE TOWN OF LEDYARD PLANNING AND ZONING COMMISSION, SAVE AND EXCEPTING LOT 85 AS DEPICTED ON A PLAN ENTITLED "PLAN SHOWING EAGLES LANDING AN OPEN SPACE SUBDIVISION PROPERTY OF MR G 1 LLC 79 VINEGAR HILL ROAD LEDYARD, CONNECTICUT SCALE: 1" = 40' JULY 2018 REVISED: DECEMBER 3, 2018 REVISED: DECEMBER 12, 2018 REVISED: DECEMBER 28, 2018 SHEET 3 OF 15 DIETER & GARDNER LAND SURVEYORS – PLANNERS P.O. BOX 335 1641 ROUTE 12 GALES FERRY, CT. 06335 (860) 464-7455 FAX (860) 464-5028 EMAIL: [DIETER.GARDNER@SNET.NET](mailto:DIETER.GARDNER@SNET.NET)" WHICH SHALL CONTINUE TO BE MAINTAINED AS A SEPARATE AND DISTINCT TRACT OR PARCEL OF LAND.**

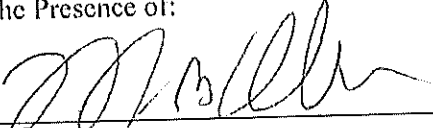
**TO HAVE AND TO HOLD** the above granted and bargained premises, with the appurtenances thereof, unto it the said grantee, and unto its successors and assigns forever, to it and their own proper use and behoof.

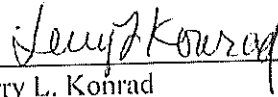
**AND ALSO**, I, the said grantor, do for myself, my heirs, executors, administrators and assigns, covenant with the said grantee, and with its successors and assigns, that at and until the ensealing of these presents, I am well seized of the premises, as a good indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as is above written; and that the same is free from all encumbrances whatsoever, except as hereinbefore mentioned.

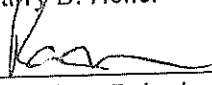
**AND FURTHERMORE**, I, the said grantor, do by these presents bind myself, and my heirs, executors, administrators and assigns forever to WARRANT AND DEFEND the above granted and bargained premises to it the said grantee, and to its successors administrators and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.

IN WITNESS WHEREOF, I, Terry L. Konrad, have hereunto set my hand and seal this 28<sup>th</sup> day of September, 2020.

Signed, Sealed and Delivered  
in the Presence of:

  
\_\_\_\_\_  
Harry B. Heller

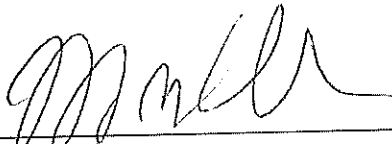
  
\_\_\_\_\_  
Terry L. Konrad (L.S.)

  
\_\_\_\_\_  
Rachel M. Belardo

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

September 28, 2020

Personally appeared, Terry L. Konrad, signer and sealer of the foregoing instrument and acknowledged the execution of the same to be his free act and deed, before me, the undersigned officer.

  
\_\_\_\_\_  
Harry B. Heller  
Commissioner of the Superior Court

**Latest Address of the Grantee**  
11 Oswegatchie Road  
Waterford, CT 06385

Return To:  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

## QUIT-CLAIM DEED

**KNOW ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:**

**KNOW YE**, that **MR. G. 1., LLC**, a Connecticut limited liability company with an office and place of business at 11 Oswegatchie Road in the Town of Waterford, County of New London and State of Connecticut for the consideration of good and valuable considerations received to its full satisfaction of the TOWN OF LEDYARD, a municipal corporation with an office at 741 Colonel Ledyard Highway in the Town of Ledyard, County of New London and State of Connecticut does hereby remise, release, and forever QUITCLAIM unto the said **TOWN OF LEDYARD**:

A certain tract or parcel of land, together with the improvements thereon, if any, situated on the southeasterly side of Vinegar Hill Road in the Town of Ledyard, County of New London and State of Connecticut and being more particularly shown and designated as "Marty's Way" on a certain map or plan entitled "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' June 2022 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" which premises is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly line of a strip of land deeded or to be deeded to the Town of Ledyard for the future widening of Vinegar Hill Road at the southwesterly corner of the herein described tract and on the dividing line between the herein described tract and Lot 2 as shown on the above referenced plan; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of  $84^{\circ}11'39''$  for a distance of 36.74 feet bounded southerly by Lot 2 as shown on the above referenced plan to a monument or drill hole to be set; thence running South  $53^{\circ}37'15''$  East for a distance of 79.05 feet bounded southwesterly by Lot 2 as shown on the above referenced plan to a monument or drill hole to be set; thence continuing South  $53^{\circ}37'15''$  East for a distance of 126.59 feet bounded southwesterly by Lot 4 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the right with a radius of 125.00 feet, a central angle of  $27^{\circ}29'42''$  for a distance of 59.98 feet bounded southwesterly by Lot 4 as shown on the above referenced plan to a rebar or drill hole to be set; thence running along the arc of a curve to the right with a radius of 125.00 feet, a central angle of  $50^{\circ}58'02''$  for a distance of 111.19 feet bounded westerly by Lot 16 as shown on the above referenced plan to a monument or drill hole to be set; thence running South  $24^{\circ}50'28''$  West for a distance of 188.07 feet bounded northwesterly by Lot 16 as shown on the above referenced plan to a monument or drill hole to be set; thence continuing South  $24^{\circ}50'28''$  West for a distance of 97.00 feet bounded northwesterly by Lot 18 as shown on the above referenced plan to a rebar or drill hole to be set; thence continuing South  $24^{\circ}50'28''$

West for a distance of 78.57 feet bounded northwesterly by Lot 20 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of  $47^{\circ}30'20''$  for a distance of 20.73 feet bounded northwesterly by Lot 20 as shown on the above referenced plan to a rebar or drill hole to be set; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of  $18^{\circ}47'31''$  for a distance of 8.20 feet bounded northerly by Lot 22 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $86^{\circ}31'12''$  for a distance of 90.60 feet bounded northwesterly by Lot 22 as shown on the above referenced plan to a drill hole set at a stone wall corner; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $23^{\circ}52'39''$  for a distance of 25.00 feet bounded westerly by that parcel shown and designated as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $16^{\circ}48'46''$  for a distance of 17.61 feet bounded southwesterly by Lot 28 as shown on the above referenced plan to a rebar or drill hole to be set; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $90^{\circ}30'32''$  for a distance of 94.78 feet bounded southerly by Lot 29 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $67^{\circ}49'12''$  for a distance of 71.02 feet bounded southeasterly by Lot 23 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of  $39^{\circ}14'30''$  for a distance of 17.12 feet bounded easterly by Lot 23 as shown on the above referenced plan to a monument or drill hole to be set; thence running North  $24^{\circ}50'28''$  East for a distance of 5.63 feet bounded southeasterly by Lot 23 as shown on the above referenced plan to a rebar or drill hole to be set; thence running North  $24^{\circ}50'28''$  East for a distance of 132.07 feet bounded southeasterly by Lot 21 as shown on the above referenced plan to a monument or drill hole to be set; thence continuing North  $24^{\circ}50'28''$  East for a distance of 100.00 feet bounded southeasterly by Lot 19 as shown on the above referenced plan to a rebar or drill hole to be set; thence continuing North  $24^{\circ}50'28''$  East for a distance of 120.00 feet bounded southeasterly by Lot 17 as shown on the above referenced plan to a monument or drill hole to be set; thence continuing North  $24^{\circ}50'28''$  East for a distance of 30.00 feet bounded southeasterly by Lot 11 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the left with a radius of 175.00 feet, a central angle of  $17^{\circ}39'32''$  for a distance of 53.94 feet bounded easterly by Lot 11 as shown on the above referenced plan to a rebar or drill hole to be set; thence running along the arc of a curve to the left with a radius of 175.00 feet, a central angle of  $20^{\circ}57'32''$  for a distance of 64.02 feet bounded easterly by Lot 9 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the left with a radius of 175.00 feet, a central angle of  $20^{\circ}54'23''$  for a distance of 63.85 feet bounded northeasterly by Lot 7 as shown on the above referenced plan to a rebar or drill hole to be set; thence running along the arc of a curve to the left with a radius of 175.00, a central angle of  $18^{\circ}56'16''$  for a distance of 57.84 feet bounded northeasterly by Lot 5 as shown on the above referenced plan to a monument or drill hole to be set; thence running North  $53^{\circ}37'15''$  West for a distance of 6.33 feet bounded northeasterly by Lot 5 as shown on the above referenced plan to a monument or drill hole to be set; thence running North  $53^{\circ}37'15''$  West for a distance of 100.00 feet bounded northeasterly by Lot 3 as shown on the above referenced plan to a rebar or drill hole to

be set; thence running North 53°37'15" West for a distance of 88.84 feet bounded northeasterly by Lot 1 as shown on the above referenced plan to a monument or drill hole to be set; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of 92°51'34" for a distance of 40.52 feet bounded easterly by Lot 1 as shown on the above referenced plan to a monument or drill hole to be set; thence running South 42°11'06" West for a distance of 98.87 feet to the monument or drill hole to be set at the point and place of beginning, the last course being bounded northwesterly by Vinegar Hill Road and/or a strip of land deeded or to be deeded to the Town of Ledyard for the future widening of Vinegar Hill Road.

Said premises is conveyed together with an easement for purposes of installing, utilizing, maintaining, repairing and replacing stormwater culverts and structures and for access to said stormwater culverts and structures over and across portions of Lots 11, 13, 15, 17 and the Open Space Area and as shown on the above referenced plan over and across those areas shown and designated as (i) "Access, Utility and Maintenance Easement In Favor Of 13 and 15 Marty's Way and Access to Drainage Basin and Open Space In Favor Of The Town Of Ledyard Over 11 and 17 Marty's Way (See Detail)" (ii) "Easement In Favor Of 13 And 15 Marty's Way Over Town of Ledyard Open Space (See Detail)" as shown on the above referenced plan (iii) over and across those areas shown and designated as "Easement In Favor Of The Town Of Ledyard For Access And Maintenance Of Drainage Basin" and (iv) a portion of the areas shown as "Access Utility And Maintenance Easement In Favor of 13 And 15 Marty's Way and Access To Drainage Basin In Favor Of The Town of Ledyard Over 13 And 15 Marty's Way" on certain maps or plans entitled (i) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' June 2022 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)" and (ii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' June 2022 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)", which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly line of Marty's Way on the division line between Lots 11 and 17 as delineated on the above referenced plans; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to a point; thence running South 65°09'32" East for a distance of 205.19 feet to a point on the division line between Lot 11 and an Open Space Area as delineated on the above referenced plans; thence running South 65°09'32" East for a distance of 25.02 feet to a point on the division line between an Open Space Area and Lot 13 as delineated on the above referenced plans; thence continuing South 65°09'32" East for a distance of 55.74 feet to an angle point; thence running South 54°43'41" East for a distance of 200.14 feet to a point; thence running North 45°16'12" East for a distance of 113.00 feet to a point; thence running North 70°56'09" East for a distance of 98.00 feet to a point; thence running South 24°58'49" East for a distance of 99.46 feet to a point; thence running South 50°21'57" West for a distance of 65.00 feet to a point; thence running South 73°59'54" West for a distance of 101.00 feet to a point; thence running South 35°16'19" West for a distance of 12.50 feet to a point; thence continuing South 35°16'19" West for a distance of 12.50 feet to a point; thence running North 54°43'41" West for a distance of 197.86 feet to a point; thence

running North 65°09'32" West for a distance of 54.43 feet to the easterly line of an Open Space Area; thence continuing North 65°09'32" West for a distance of 25.02 feet through and across an Open Space Area to a point; thence continuing North 65°09'32" West for a distance of 204.21 feet to a point in the southeasterly line of Marty's Way; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

Said easement is conveyed together with the right to discharge and flow stormwater collected and treated within the easement area hereinbefore described over and across remaining portions of Lot 13 as delineated on the above referenced plans in the natural drainage pattern as the same exists as of the date of this conveyance, which right to drain is in the location delineated as "Right to Drain in Favor of the Town of Ledyard" on Sheet 5 of 15 of the hereinbefore referenced plan

**TO HAVE AND TO HOLD** the premises, with all the appurtenances, unto it, the said Releasee, its successors and assigns, to its and their proper use and behoof forever, so that neither it, the said Releasor, nor its successors nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof, but therefrom it and they are by these presents forever barred and excluded.

**IN WITNESS WHEREOF**, Mr. G. 1., LLC, acting herein by Amy Gottesdiener, its Member, has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, Sealed and Delivered  
in the Presence of:

**MR. G. 1., LLC**

By: \_\_\_\_\_ (L.S.)  
Amy Gottesdiener, its Member

\_\_\_\_\_  
\_\_\_\_\_

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

On this the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Amy Gottesdiener, who acknowledged herself to be a Member of Mr. G. 1., LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be her free act and deed, as Member aforesaid, and the free act and deed of Mr. G. 1., LLC.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

\_\_\_\_\_  
Harry B. Heller  
Commissioner of the Superior Court

Latest Address of the Grantee  
741 Colonel Ledyard Highway  
Ledyard, CT 06339



Return To:  
Heller, Heller & McCoy  
736 Norwich-New London Turnpike  
Uncasville, CT 06382

**FIRST AMENDED AND RESTATED DECLARATION OF JOINT DRIVEWAY  
EASEMENT AND MAINTENANCE AGREEMENT**

**LOTS 11, 13, 15, 17, DRAINAGE EASEMENT AREA AND OPEN SPACE AREA  
EAGLES LANDINGS OPEN SPACE SUBDIVISION**

This First Amended and Restated Declaration of Joint Driveway Easement and Maintenance Agreement (this “Restatement”) is made this \_\_\_ day of \_\_\_\_\_, 2022 by **MR. G. 1., LLC**, a Connecticut limited liability company, with an office and place of business at 55 Trumbull Road in the Town of Waterford, County of New London and State of Connecticut.

**WITNESSETH:**

**WHEREAS**, Mr. G. 1., LLC (hereinafter “Declarant”) is the owner of five (5) certain tracts or parcels of lands, which tracts or parcels of land are more particularly designated as Lots 11, 13, 15, 17 and “Open Space” on certain maps or plans entitled: (i) “Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1” = 40’ June 2022 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)” and (ii) “Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1” = 40’ June 2022 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)” (hereinafter collectively referred to as the “Plan”); and

**WHEREAS**, the Declarant did execute and record in Volume 582, Page 461 of the Ledyard Land Records a certain “Declaration of Joint Driveway Easement and Maintenance Agreement Lots 11, 13, 15, 17 and Open Space Area Eagles Landing Open Space Subdivision” (the “Original Declaration”); and

**WHEREAS**, the design of the subdivision of the Eagles Landing has been revised, and in conjunction therewith, the Declarant desires to amend and entirely restate the Original Declaration to accommodate the easements and rights required for the appropriate functioning of the redesigned Eagles Landing Open Space Subdivision; and

**WHEREAS**, said Lots 11, 13, 15 and 17 as delineated on the Plan are situated on the southeasterly side of and southeasterly of Marty’s Way in the Town of Ledyard, County of New London and State of Connecticut; and

**WHEREAS**, a stormwater quality basin, stormwater detention basin and appurtenant facilities are located on portions of Lots 13 and 15 as delineated on the Plan; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that Lots 13 and 15 as delineated on the Plan will obtain access and utilities from Marty's Way by virtue of an easement over and across portions of Lots 11, 13, 15, 17 and the Open Space Area as shown on the Plan; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that the Town of Ledyard, Connecticut will have easement rights for the installation of stormwater culverts, pipes, manholes and appurtenant facilities and for access by foot and by vehicle over and across portions of Lots 11, 13, 15, 17 and the Open Space Area as shown on the Plan; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that the Town of Ledyard, Connecticut will have a permanent easement for the purpose of installing, utilizing, maintaining, repairing and replacing a water quality basin and stormwater detention basin on a portion of Lot 13 as delineated on the Plan; and

**WHEREAS**, the Declarant desires to establish a joint driveway for access to Lots 13 and 15 as delineated on the Plan over and across portions of Lots 11, 13, 15, 17 and the Open Space Area as shown on the Plan, for the provision for the extension of utilities from Marty's Way for the benefit of Lots 13 and 15 over and across portions of Lots 11, 13, 15, 17 and the Open Space Area as shown on the Plan, and an easement for the purpose of installing, utilizing, maintaining, repairing and replacing stormwater culverts, manholes, pipes and appurtenant facilities over and across portions of Lots 11, 13, 15, 17 and the Open Space Area as shown on the Plan and for purposes of installing, utilizing, maintaining, repairing and replacing a stormwater quality basin and a stormwater detention basin over and across a portion of Lot 13 as delineated on the Plan and to provide access by foot and by vehicle to said stormwater facilities; and

**WHEREAS**, the Declarant desires to allocate the responsibility by and between the Owners of Lots 13 and 15 as delineated on the Plan for the improvement and maintenance of the joint driveway (the owners of Lots 11, 17, and the Town of Ledyard, as the owner of the Open Space Area and as the beneficiary of the stormwater drainage easement, not bearing any responsibility for the maintenance and upkeep of the joint driveway or the utilities located within the limits of the joint driveway); provided, however, that the Town of Ledyard, as the owner of an easement right to access the detention basin area on Lot 13 as delineated on the Plan shall be responsible for any damage caused to the joint driveway or the utilities installed within the limits of the joint driveway as a result of its utilization of the joint driveway);

**NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A right of way for all purposes partially twenty-five (25') feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 13, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 11, 15, 17 and the Open Space Area as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly line of Marty's Way on the division line between Lots 11 and 17 as delineated on the Plan; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to a point; thence running South 65°09'32" East for a distance of 205.19 feet to a point; thence continuing South 65°09'32" East for a distance of 25.02 feet to a point in the northwesterly line of Lot 13 as shown on the Plan; thence running South 27°05'05" West for a distance of 12.51 feet along the division line between Lot 13 and the Open Space Area as delineated on the Plan to a rebar or drill hole to be set; thence running South 65°09'32" East for a distance of 55.08 feet along the division line between Lots 13 and 15 as delineated on the Plan to a rebar or drill hole to be set; thence running South 54°43'41" East for a distance of 199.00 feet along the division line between Lots 13 and 15 as delineated on the Plan to a point; thence running South 35°16'19" West for a distance of 12.50 feet to a point; thence running North 54°43'41" West for a distance of 197.86 feet to an angle point; thence running North 65°09'32" West for a distance of 54.43 feet to a point on the division line between Lot 15 and an Open Space Area as delineated on the Plan; thence running North 65°09'32" West for a distance of 25.02 feet to a point on the division line between an Open Space Area and Lot 17 as delineated on the Plan; thence running North 65°09'32" West for a distance of 204.21 feet to a point in the southeasterly streetline of Marty's Way; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the owner of Lot 13 as shown on the Plan, their heirs and assigns forever.

2. A right of way for all purposes, partially twenty-five (25') feet in width, is hereby granted, bargained, sold and conveyed to the owner of Lot 15 as delineated on the Plan, their heirs and assigns, over and across portions of Lots 11, 13, 17 and the Open Space Area as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly line of Marty's Way on the division line between Lots 11 and 17 as delineated on the Plan; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to a point; thence running South 65°09'32" East for a distance of 205.19 feet to a point on the division line between Lot 11 and an Open Space Area as delineated on the Plan; thence running South 65°09'32" East for a distance of 25.02 feet to a point on the division line between an Open Space Area and Lot 13 as delineated on the Plan; thence continuing South 65°09'32" East for a distance of 55.74 feet to an angle point; thence running South 54°43'41" East for a distance of 200.14 feet to a point; thence running South 54°43'41" East for a distance of 83.00 feet to a point; thence running South 35°16'19" West for a distance of 12.50 feet to a point on the division line between Lots 13 and 15 as delineated on the Plan; thence running North 54°43'41" West for a distance of 199.00 feet to a rebar or drill hole

to be set; thence running North 65°09'32" West for a distance of 55.08 feet along the division line between Lots 13 and 15 as delineated on the Plan to a rebar or drill hole to be set in the southeasterly line of an Open Space Area as delineated on the Plan; thence running South 27°05'05" West for a distance of 12.51 feet along the division line between Lot 15 and an Open Space Area as delineated on the Plan to a point; thence running North 65°09'32" West for a distance of 25.02 feet to a point on the division line between an Open Space Area and Lot 17 as delineated on the Plan; thence running North 65°09'32" West for a distance of 204.21 feet to a point in the southeasterly streetline of Marty's Way; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD THE SAME** to the owner of Lot 15 as shown on the Plan, their heirs and assigns forever.

3. A right of way for purposes of (i) installing, utilizing, maintaining, repairing and replacing stormwater structures and appurtenances including culverts, pipes, manholes, appurtenant facilities, a stormwater quality basin and a stormwater detention basin and (ii) for purposes of ingress to and egress from said facilities by foot and by vehicle is hereby granted, bargained, sold and conveyed to the **TOWN OF LEDYARD, CONNECTICUT**, its successors and assigns, over and across portions of Lots 11, 13, 15, 17 and an Open Space Area as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southeasterly line of Marty's Way on the division line between Lots 11 and 17 as delineated on the Plan; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to a point; thence running South 65°09'32" East for a distance of 205.19 feet to a point on the division line between Lot 11 and an Open Space Area as delineated on the Plan; thence running South 65°09'32" East for a distance of 25.02 feet to a point on the division line between an Open Space Area and Lot 13 as delineated on the Plan; thence continuing South 65°09'32" East for a distance of 55.74 feet to an angle point; thence running South 54°43'41" East for a distance of 200.14 feet to a point; thence running North 45°16'12" East for a distance of 113.00 feet to a point; thence running North 70°56'09" East for a distance of 98.00 feet to a point; thence running South 24°58'49" East for a distance of 99.46 feet to a point; thence running South 50°21'57" West for a distance of 65.00 feet to a point; thence running South 73°59'54" West for a distance of 101.00 feet to a point; thence running South 35°16'19" West for a distance of 12.50 feet to a point; thence continuing South 35°16'19" West for a distance of 12.50 feet to a point; thence running North 54°43'41" West for a distance of 197.86 feet to a point; thence running North 65°09'32" West for a distance of 54.43 feet to the easterly line of an Open Space Area; thence continuing North 65°09'32" West for a distance of 25.02 feet through and across an Open Space Area to a point; thence continuing North 65°09'32" West for a distance of 204.21 feet to a point in the southeasterly line of

Marty's Way; thence running North 24°50'28" East for a distance of 12.50 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

Said easement is conveyed together with the right to discharge and flow stormwater collected and treated within the easement area hereinbefore described over and across remaining portions of Lot 13 as delineated on the Plan in the natural drainage pattern as the same exists as of the date of this conveyance, which right to drain is in the location delineated as "Right to Drain in Favor of the Town of Ledyard" on Sheet 5 of 15 of the hereinbefore referenced plan.

**TO HAVE AND TO HOLD** the same to the Town of Ledyard, its successors and assigns forever.

4. The Declarant shall be responsible for the cost of construction of the joint driveway and the stormwater drainage structures, including culverts, pipes, manholes, the stormwater quality basin and the stormwater detention basin as delineated on the Plan, from the southeasterly line of Marty's Way to their easterly termini as delineated on the Plan. The joint driveway shall be constructed to a minimum width of eighteen (18') feet and shall be constructed in accordance with the "Typical Shared Driveway Cross-Section" detail delineated on a plan entitled "Plan Showing Construction Details Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut June 2022 Sheet 14 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Email: [dieter.gardner@yahoo.com](mailto:dieter.gardner@yahoo.com)".
5. The deed of conveyance of each of Lots 13 and 15 and of the infrastructure for the Eagles Landing Open Space Subdivision, each as delineated on the Plan shall be made together with and subject to the rights of way herein set forth by reference to this Restatement, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
6. The deed of conveyance of each of Lots 11, 13, 15, 17 and the Open Space Area as delineated on the Plan shall be made subject to the rights of way herein set forth by reference to this Restatement, and such reference shall be deemed to subject the title to Lots 11, 13, 15, 17 and the Open Space Area as delineated on the Plan to the rights of way granted in favor of Lots 13 and 15 and the Town of Ledyard as shown on the Plan as provided in this Restatement.
7. All grants of rights of way in favor of Lots 13 and 15 and the easement in favor of the Town of Ledyard as delineated on the Plan shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines located under or within the joint driveway; and the right to install a private driveway serving each of Lots 13 and 15 connecting to the joint driveway, and with respect to the Town of Ledyard, the right

to utilize, maintain, repair and replace stormwater facilities within the limits of the easement granted in Paragraph 3 above.

8. Each owner of Lots 11, 13, 15, 17 and the Open Space Area shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to Lots 13 and 15 as delineated on the Plan. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Connecticut Light and Power Company d/b/a Eversource form in favor of the Connecticut Light and Power Company d/b/a Eversource in order to effect the installation of such utilities.
9. Each owner of Lots 13 and 15 as delineated on the Plan shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to each of Lots 13 and 15 as delineated on the Plan.
10. Any damage to the joint driveway, or utilities installed within the joint driveway, including, but not limited to, the stormwater facilities of the Town of Ledyard, caused by construction on either of Lots 13 or 15 or as a result of the maintenance, repair or replacement of stormwater facilities by the Town of Ledyard as delineated on the Plan, including damage caused by construction of a private driveway serving either of Lots 13 and 15 from the joint driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and at the sole expense of the owner of the lot causing such damage.
11. "Pro Rata Share", as defined herein, shall mean:
  - (a) With respect to Lot 13 – 50%
  - (b) With respect to Lot 15 – 50%
12. In the event that any action is taken to enforce the provisions of this Restatement, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.
13. This Restatement is intended to create real covenants which are intended to run with the title to Lots 11, 13, 15, 17, the Open Space Area and the easements granted to the Town of Ledyard as delineated on the Plan and as hereinbefore set forth. This Restatement may be modified or changed only by an agreement in writing between the owners of Lots 13 and 15 as delineated on the Plan and the Town of Ledyard, but may not be modified in size or scope except by an agreement in writing among



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LAND USE DEPARTMENT

## DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT

### LOTS 23, 25, 27, 29 AND OPEN SPACE AREA EAGLES LANDINGS OPEN SPACE SUBDIVISION

This Declaration, made this 26th day of November, 2019 by MR. G. 1., LLC, a Connecticut limited liability company, with an office and place of business at 11 Oswegatchie Road in the Town of Waterford, County of New London and State of Connecticut.

#### WITNESSETH:

**WHEREAS**, Mr. G. 1., LLC (hereinafter “Declarant”) is the owner of five (5) certain tracts or parcels of lands, which tracts or parcels of land are more particularly designated as Lots 23, 25, 27, 29 and an Open Space Area on certain maps or plans entitled: (i) “Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1” = 40’ July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)” (ii) “Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1” = 40’ July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 4 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)” and (iii) “Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1” = 40’ July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 5 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)” (hereinafter collectively referred to as the “Plan”); and

**WHEREAS**, said Lots 25 and 27 as delineated on the Plan are situated southeasterly of the cul-de-sac at the southwesterly end of Marty’s Way in the Town of Ledyard, County of New London and State of Connecticut; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that Lots 25 and 27 as delineated on the Plan will obtain access and utilities from Marty’s Way by virtue of an easement over and across portions of Lots 23, 25, 27, 29 and an Open Space Area as shown on the Plan; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that Lot 29 as delineated on the Plan will obtain access and utilities from Marty’s Way by virtue of an easement over and across a portion of Lot 23 as shown on the Plan; and



**WHEREAS**, the Declarant desires to establish a joint driveway for access to Lots 25, 27 and 29 as delineated on the Plan and for the provision for the extension of utilities from Marty's Way for the benefit of Lots 25, 27 and 29 as delineated on the Plan over portions of Lots 23, 25, 27, 29 and an Open Space Area as shown on the Plan; and

**WHEREAS**, the Declarant desires to allocate the responsibility by and among the Owners of Lots 25, 27 and 29 as delineated on the Plan for the improvement and maintenance of the joint driveway (the owners of Lots 23 and the Open Space Area not bearing any responsibility for the maintenance and upkeep of the joint driveway or the utilities located within the joint driveway);

**NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A right of way for all purposes partially twenty (20') feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 27, as delineated on the Plan, their heirs and assigns, over and across portions of Lots 23, 29, 25 and the Open Space Area as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way on the division line between Lots 23 and 29 as delineated on the Plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of  $09^{\circ}35'39''$  for a distance of 10.05 feet bounded northwesterly by Marty's Way to a point; thence running South  $36^{\circ}34'50''$  East for a distance of 32.00 feet to a point; thence running South  $36^{\circ}34'50''$  East for a distance of 171.92 feet to a point on the division line between Lot 23 and the Open Space Area as delineated on the Plan; thence continuing South  $36^{\circ}34'50''$  East for a distance of 28.91 feet to a point on the division line between the Open Space Area and Lot 25 as delineated on the Plan; thence continuing South  $36^{\circ}34'50''$  East for a distance of 69.04 feet to a point; thence running South  $55^{\circ}52'53''$  East for a distance of 368.30 feet to a point; thence running South  $34^{\circ}07'07''$  West for a distance of 10.00 feet to a point on the division line between Lots 25 and 27 as delineated on the Plan; thence running North  $55^{\circ}52'53''$  West for a distance of 370.00 feet along the division line between Lots 25 and 27 as delineated on the Plan to a rebar or drill hole to be set; thence running North  $36^{\circ}34'50''$  West for a distance of 64.93 feet along the division line between Lots 25 and 27 as delineated on the Plan to a rebar or drill hole to be set in the southeasterly line of the Open Space Area as delineated on the Plan; thence running South  $23^{\circ}16'10''$  West for a distance of 11.56 feet bounded northwesterly by the Open Space Area as delineated on the Plan to a point; thence running North  $36^{\circ}34'50''$  West for a distance of 28.91 feet to a point in the southeasterly line of Lot 29 as delineated on the Plan; thence running North  $36^{\circ}34'50''$  West for a distance of 183.54 feet to a point; thence continuing North  $36^{\circ}34'50''$  West for a distance of 32.00 feet to a point in the southeasterly line of

the cul-de-sac at the southwesterly end of Marty's Way; thence running along the arc of a curve to the left with a radius of 60.00 feet a central angle of 09°35'39" for a distance of 10.05 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning.

**TO HAVE AND TO HOLD** the same to the owner of Lot 27 as shown on the Plan, their heirs and assigns forever.

2. A right of way for all purposes, partially twenty (20') feet in width, is hereby granted, bargained, sold and conveyed to the owner of Lot 25 as delineated on the Plan, their heirs and assigns, over and across portions of Lots 23, 27, 29 and the Open Space Area as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way on the division line between Lots 23 and 29 as delineated on the Plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded northwesterly by the cul-de-sac at the southwesterly end of Marty's Way to a point; thence running South 36°34'50" East for a distance of 32.00 feet to a point; thence running South 36°34'50" East for a distance of 171.92 feet to a point; thence running South 36°34'50" East for a distance of 28.91 feet to a point on the division line between Lot 25 and the Open Space Area as delineated on the Plan; thence running South 23°16'10" West for a distance of 11.56 feet to a rebar or drill hole to be set on the division line between Lots 25 and 27 as delineated on the Plan; thence running South 36°34'50" East for a distance of 64.93 feet along the division line between Lots 25 and 27 as delineated on the Plan to a rebar or drill hole to be set; thence running South 55°52'53" East for a distance of 370.00 feet along the division line between Lots 25 and 27 as delineated on the Plan to a point; thence running South 34°07'07" West for a distance of 10.00 feet to a point; thence running North 55°52'53" West for a distance of 371.70 feet to a point; thence running North 36°34'50" West for a distance of 60.83 feet to a point on the division line between Lot 27 and the Open Space Area as delineated on the Plan; thence running North 36°34'50" West for a distance of 28.91 feet to a point on the division line between the Open Space Area and Lot 29 as delineated on the Plan; thence running North 36°34'50" West for a distance of 183.54 feet to a point; thence continuing North 36°34'50" West for a distance of 32.00 feet to a point on the southeasterly line of the cul-de-sac at the southwesterly end of Marty's Way; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded northwesterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD THE SAME** to the owner of Lot 25 as shown on the Plan, their heirs and assigns forever.

3. A right of way for all purposes, ten (10') feet in width, is hereby granted, bargained, sold and conveyed to the owner of Lot 29 as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 23 as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way on the division line between Lots 23 and 29 as delineated on the Plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded northwesterly by Marty's Way to a point; thence running South 36°34'50" East for a distance of 32.00 feet to a point; thence running South 53°25'10" West for a distance of 10.00 feet to a point on the division line between Lots 23 and 29 as delineated on the Plan; thence running North 36°34'50" West for a distance of 31.16 feet along the division line between Lots 23 and 29 as delineated on the Plan to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD THE SAME** to the owner of Lot 29 as shown on the Plan, their heirs and assigns forever.

4. The Declarant shall be responsible for the cost of construction of the joint driveway from the southerly side of the cul-de-sac at the southwesterly end of Marty's Way to its southerly terminus as delineated on the Plan. The joint driveway shall be constructed to a minimum width of eighteen (18') feet and shall be constructed in accordance with the "Typical Shared Driveway Cross-Section" detail delineated on a plan entitled "Plan Showing Construction Details Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut July 2018 As Amended Sheet 14 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)".
5. The deed of conveyance of each of Lots 25, 27 and 29 as delineated on the Plan shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
6. The deed of conveyance of each of Lots 23, 25, 27, 29 and the Open Space Area as delineated on the Plan shall be made subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
7. All grants of rights of way in favor of Lots 25, 27 and 29 as delineated on the Plan shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility

lines located under or within the joint driveway; and the right to install a private driveway serving each of Lots 25, 27 and 29 connecting to the joint driveway.

8. Each owner of Lots 23, 25, 27, 29 and the Open Space Area shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to Lots 25, 27 and 29 as delineated on the Plan. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Connecticut Light and Power Company d/b/a Eversource form in favor of the Connecticut Light and Power Company d/b/a Eversource in order to effect the installation of such utilities.
9. Each owner of Lots 25, 27 and 29 as delineated on the Plan shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to Lots 25, 27 and 29 as delineated on the Plan.
10. Any damage to the joint driveway caused by construction on either of Lots 25, 27 or 29 as delineated on the Plan, including damage caused by construction of a private driveway serving either of Lots 25, 27 and 29 from the joint driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and at the sole expense of the owner of the lot causing such damage.
11. "Pro Rata Share", as defined herein, shall mean:
  - (a) With respect to Lot 25 – 48%
  - (b) With respect to Lot 27 – 48%
  - (c) With respect to Lot 29 – 4%
12. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.
13. This Declaration is intended to create real covenants which are intended to run with the title to Lots 23, 25, 27, 29 and the Open Space Area as delineated on the Plan. This Declaration may be modified or changed by an agreement in writing among the owners of Lots 23, 25, 27 and 29 as delineated on the Plan, but the scope or location of said easement may not be modified or amended without the



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**LAND DEVELOPMENT**  
**DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT**

**LOTS 28, 26 and 24 EAGLES LANDINGS OPEN SPACE SUBDIVISION**

This Declaration, made this 26th day of November, 2019 by MR. G. 1., LLC, a Connecticut limited liability company, with an office and place of business at 11 Oswegatchie Road in the Town of Waterford, County of New London and State of Connecticut.

**WITNESSETH:**

**WHEREAS**, Mr. G. 1., LLC (hereinafter "Declarant") is the owner of three (3) certain tracts or parcels of lands, which tracts or parcels of land are more particularly designated as Lots 28, 26 and 24 on certain maps or plans entitled: (i) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 12, 2018 Revised: December 28, 2018 Sheet 3 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" and (ii) "Plan Showing Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut Scale: 1" = 40' July 2018 Revised: December 3, 2018 Revised: December 28, 2018 Sheet 4 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)" (hereinafter collectively referred to as the "Plan"); and

**WHEREAS**, Lot 28 in the Eagles Landing Open Space Subdivision is located at the southerly terminus of the cul-de-sac at the southwesterly end of Marty's Way, and Lots 24 and 26 as delineated on the Plan are located southerly of Marty's Way in the Town of Ledyard, County of New London and State of Connecticut; and

**WHEREAS**, the subdivision of the Eagles Landing Open Space Subdivision contemplates that Lots 24 and 26 as delineated on the Plan will obtain access and utilities from Marty's Way by virtue of an easement over and across portions of Lots 28 and 26 as shown on the Plan; and

**WHEREAS**, the Declarant desires to establish a joint driveway for access to Lots 28, 26 and 24 as delineated on the Plan and for the provision for the extension of utilities from Marty's Way for the benefit of Lots 28, 26 and 24 as shown on the Plan; and

**WHEREAS**, the Declarant desires to allocate the responsibility by and among the Owners of Lots 28, 26 and 24 for the improvement and maintenance of the joint driveway;

**NOW, THEREFORE**, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 26, as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 28 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way at the northwesterly corner of said easement area and on the dividing line between said easement area and that parcel shown and designated as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" as delineated on the Plan; thence running South  $65^{\circ}14'17''$  West for a distance of 16.95 feet bounded northwesterly by that parcel shown and designated as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" on the Plan to a rebar or drill hole to be set in a stone wall; thence running South  $21^{\circ}05'15''$  West for a distance of 329.01 feet along a stone wall to a drill hole set; thence running South  $21^{\circ}05'15''$  West for a distance of 3.92 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence running South  $21^{\circ}40'48''$  West for a distance of 295.49 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence running South  $11^{\circ}37'22''$  West for a distance of 11.83 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running South  $12^{\circ}06'01''$  West for a distance of 18.68 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running South  $80^{\circ}02'53''$  West for a distance of 4.83 feet along a stone wall to a drill hole set at an angle in said stone wall; thence running South  $19^{\circ}15'52''$  West for a distance of 4.28 feet along a stone wall to a drill hole set at a stone wall corner, the last seven (7) courses being bounded generally westerly by land now or formerly of the Town of Ledyard; thence running South  $81^{\circ}51'59''$  East for a distance of 33.45 feet along a stone wall and along the division line between Lots 28 and 26 as delineated on the Plan to a point; thence running North  $35^{\circ}40'02''$  East for a distance of 4.08 feet to a point; thence running North  $12^{\circ}06'01''$  East for a distance of 18.80 feet to a point; thence running North  $11^{\circ}37'22''$  East for a distance of 9.31 feet to a point; thence running North  $21^{\circ}40'48''$  East for a distance of 293.01 feet to a point; thence running North  $21^{\circ}05'15''$  East for a distance of 4.08 feet to a point; thence running North  $21^{\circ}05'15''$  East for a distance of 119.61 feet to a point; thence running North  $68^{\circ}54'45''$  West for a distance of 5.00 feet bounded northeasterly by Lot 29 as shown on the Plan to a monument or drill hole to be set; thence running North  $21^{\circ}05'15''$  East for a distance of 210.00 feet bounded southeasterly by Lot 29 as delineated on the Plan to a rebar or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way; thence running along the arc of a curve to the right with a radius of 60.00 feet, a central angle of  $16^{\circ}48'46''$  for a distance of 17.61 feet bounded easterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the owner of Lot 26 as shown on the Plan, their heirs and assigns forever.

2. A right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 24 as delineated on the Plan, their heirs and assigns, over and across portions of Lots 28 and 26 as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a monument or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way at the northwesterly corner of said easement area and on the dividing line between said easement area and that parcel shown and designated as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" as delineated on the Plan; thence running South  $65^{\circ}14'17''$  West for a distance of 16.95 feet bounded northwesterly by that parcel shown and designated as "To Be Conveyed To The Town Of Ledyard Area = 179 Sq. Ft. (Shaded)" on the Plan to a rebar or drill hole to be set in a stone wall; thence running South  $21^{\circ}05'15''$  West for a distance of 329.01 feet along a stone wall to a drill hole set; thence running South  $21^{\circ}05'15''$  West for a distance of 3.92 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence running South  $21^{\circ}40'48''$  West for a distance of 295.49 feet along a stone wall to a rebar or drill hole to be set in said stone wall; thence running South  $11^{\circ}37'22''$  West for a distance of 11.83 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running South  $12^{\circ}06'01''$  West for a distance of 18.68 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running South  $80^{\circ}02'53''$  West for a distance of 4.83 feet along a stone wall to a drill hole set at an angle in said stone wall; thence running South  $19^{\circ}15'52''$  West for a distance of 4.28 feet along a stone wall to a drill hole set at a stone wall corner; thence running South  $27^{\circ}06'22''$  West for a distance of 79.84 feet along a stone wall to a rebar or drill hole to be set at an angle in said stone wall; thence running South  $21^{\circ}38'57''$  West for a distance of 126.84 feet along a stone wall to a rebar or drill hole to be set in said stone wall, the last nine (9) courses being bounded generally westerly by land now or formerly of the Town of Ledyard; thence running South  $67^{\circ}42'50''$  East for a distance of 30.00 feet along the division line between Lots 26 and 24 as delineated on the Plan to a point; thence running North  $21^{\circ}38'57''$  East for a distance of 125.75 feet to an angle point; thence running North  $27^{\circ}06'22''$  East for a distance of 78.41 feet to an angle point; thence running North  $35^{\circ}40'02''$  East for a distance of 11.00 feet to a stone wall; thence running North  $35^{\circ}40'02''$  East for a distance of 4.08 feet to a point; thence running North  $12^{\circ}06'01''$  East for a distance of 18.80 feet to a point; thence running North  $11^{\circ}37'22''$  East for a distance of 9.31 feet to a point; thence running North  $21^{\circ}40'48''$  East for a distance of 293.01 feet to a point; thence running North  $21^{\circ}05'15''$  East for a distance of 4.08 feet to a point; thence running North  $21^{\circ}05'15''$  East for a distance of 119.61 feet to a point; thence running North  $68^{\circ}54'45''$  West for a distance of 5.00 feet bounded northeasterly by Lot 29 as shown on the Plan to a



monument or drill hole to be set; thence running North 21°05'15" East for a distance of 210.00 feet bounded southeasterly by Lot 29 as delineated on the Plan to a rebar or drill hole to be set in the southerly line of the cul-de-sac at the southwesterly end of Marty's Way; thence running along the arc of a curve to the right with a radius of 60.00 feet, a central angle of 16°48'46" for a distance of 17.61 feet bounded easterly by Marty's Way to the monument or drill hole to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD THE SAME** to the owner of Lot 24 as shown on the Plan, their heirs and assigns forever.

3. The Declarant shall be responsible for the cost of construction of the joint driveway from the southerly end of the cul-de-sac at the southwesterly end of Marty's Way to the intersection of the joint driveway with the division line between Lots 26 and 24 as shown on the Plan. The joint driveway shall be constructed to a minimum width of eighteen (18') feet and shall be constructed in accordance with the "Typical Shared Driveway Cross-Section" detail delineated on a plan entitled "Plan Showing Construction Details Eagles Landing An Open Space Subdivision Property of Mr G 1 LLC 79 Vinegar Hill Road Ledyard, Connecticut July 2018 As Revised Sheet 14 of 15 Dieter & Gardner Land Surveyors – Planners P.O. Box 335 1641 Route 12 Gales Ferry, CT. 06335 (860) 464-7455 Fax (860) 464-5028 Email: [dieter.gardner@snet.net](mailto:dieter.gardner@snet.net)".
4. The deed of conveyance of each of Lots 28, 26 and 24 as delineated on the Plan shall be made together with and subject to the rights of way herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
6. All grants of rights of way in favor of Lots 26 and 24 as delineated on the Plan shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described; and the right to install and connect to utility lines located under or within the joint driveway; and the right to install a private driveway serving a lot connecting to the joint driveway.
7. Each owner of Lots 28, 26 and 24 shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to Lots 28, 26 and 24 as delineated on the Plan. The obligations contained in this paragraph shall include, but shall not be limited to, the obligation to execute an "Electric Distribution Easement" in standard Connecticut Light and Power Company d/b/a Eversource form in favor of the Connecticut Light and Power Company d/b/a Eversource in order to effect the installation of such utilities.
8. Each owner of Lots 28, 26 and 24 as delineated on the Plan shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities

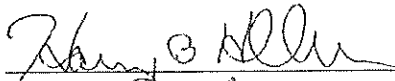
installed within the same, in accordance with his "Pro Rata Share" as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made by a majority vote of the Pro Rata Shares attributable to each of Lots 28, 26 and 24 as delineated on the Plan.


9. Any damage to the joint driveway caused by construction on any of Lots 28, 26 and 24 as delineated on the Plan, including damage caused by construction of a private driveway serving any of Lots 28, 26 or 24 from the joint driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and at the sole expense of the owner of the lot causing such damage.
10. "Pro Rata Share", as defined herein, shall mean:
  - (a) With respect to Lot 28 – 14%
  - (b) With respect to Lot 26 – 42%
  - (c) With respect to Lot 24 – 44%
11. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney's fees.
12. This Declaration is intended to create real covenants which are intended to run with the title to each of Lots 28, 26 and 24 as delineated on the Plan. This Declaration may be modified or changed by an agreement in writing among the owners of Lots 28, 26 and 24 as delineated on the Plan, duly executed and recorded in the Ledyard Land Records.

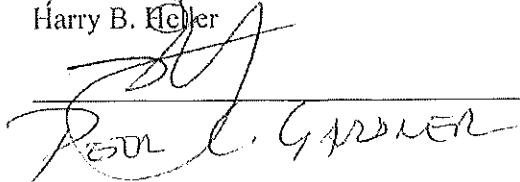
**IN WITNESS WHEREOF**, Mr. G. 1., LLC, acting herein by Amy Gottesdiener, its Member, has herunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

MR. G. 1., LLC

  
\_\_\_\_\_  
Harry B. Keller

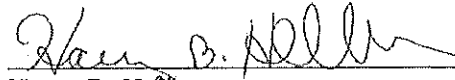
By:  (L.S.)  
\_\_\_\_\_  
Amy Gottesdiener, its Member

  
\_\_\_\_\_  
Paul C. Gardner

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

On this the 26th day of November, 2019, before me, the undersigned officer, personally appeared Amy Gottesdiener, who acknowledged herself to be a member of Mr. G. 1., LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be her free act and deed, as Member aforesaid, and the free act and deed of Mr. G. 1., LLC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Harry B. Heller  
Commissioner of the Superior Court