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Town of Ledyard

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PATRICIA A. RILEY
TOWN CLERK LEDYARD CT

FD#19

RIGHT OF WAY & DRIVEWAY AGREEMENT

RECEIVED

JUL 01 2026

Land Use Department

This Right of Way is made this 4th day of October, 2019 by and between **Ledyard Center, LLC**, a Connecticut limited liability company, with an office in the Town of Middlefield, County of Middlesex, and State of Connecticut, hereinafter referred to as the Grantor, and the Town of Ledyard, a municipal corporation, located in the County of New London and State of Connecticut, hereinafter referred to as Grantee.

WHEREAS, The Grantor is the owner of certain real property known as 740 Colonel Ledyard Highway (the "Grantor's Parcel") and being shown and described as 740 Area = 744.706 Sq. Ft. 17.10 Acres on a map or plan entitled:

MUNICIPAL LOT SPLIT PLAN PROPERTY OF THE TOWN OF
LEDYARD 740 COLONEL LEDYARD HIGHWAY A.K.A. CONNECTICUT
ROUTE 117 LEDYARD, CONNECTICUT SCALE: 1" = 40' APRIL 2019
SHEET 1 OF 2 AND SHEET 2 OF 2

(hereinafter called the "Map") which map is on file in the office of the Town Clerk of the Town of Ledyard; and

WHEREAS, the Grantee is the owner of that certain real property known as 728 Colonel Ledyard Highway (the "Grantee's Parcel") and being shown and described on the map as "728 AREA = 306.3782 Sq. Ft. 7.03 Acres"; and

WHEREAS, the Grantee's parcel is a Town of Ledyard public recreational facility owned and operated by the Grantee (the "Grantee's Use"); and

WHEREAS, the Grantee's Parcel is currently accessed, in part, by a paved driveway that also services the Grantor's parcel shown and designated on the map as "30' ACCESS EASEMENT IN FAVOR OF 728 COLONEL LEDYARD HIGHWAY" (hereinafter the "Easement Area"); and

WHEREAS, the Grantor and the Grantee desire to memorialize their agreement regarding the non-exclusive use by the Grantee of the Right of Way to provide ingress and egress and utilities to the Grantee's Parcel so Grantee may continue the Grantee's Use of the Grantee's Parcel;

NOW THEREFORE, for the mutual promises contained herein the Grantor and the Grantee agree as follows:

1. The Grantor hereby grants to the Grantee, to the extent described herein, a non-exclusive easement and right of way over and upon the Easement Area so that Grantee may continue the Grantee's Use of the Grantee's Parcel.
2. The Easement Area shall be used by the Grantee to provide ingress and egress to the Grantee's Parcel from Colonel Ledyard Highway by motorized and non-motorized vehicles and for the purposes of erecting, using, maintaining, replacing and repairing pipes, cables, conduits, plumbing, vents, and telephone, electric and other wires or utility items serving the Grantee's Premises as and to the extent that Grantee may now or hereafter deem necessary or appropriate, provided that Grantee in the exercise of its rights hereunder shall not unreasonably interfere with Grantor's use of the Grantor's Parcel, including, without limitation, the concurrent use by the Grantor and its assigns of the Easement Area, further subject to the requirement that Grantor's and its successors and assigns concurrent use shall not unreasonably interfere with the rights of the Grantee herein.
3. The Grantee shall maintain at its sole cost and expense the Easement Area in a safe condition, suitable for safe and efficient travel by the Grantor, its successors and assigns, to the Grantor's Parcel and for the Grantees, its guests, emergency services providers and public utilities, which maintenance could include paving, restoration of the base, restoration of the crown, installation, cleaning or replacement of drainage improvements, removal of snow and other hazards for safe travel on the Easement Area.
4. Should deficiencies in the construction, repair and maintenance of the Easement Area by Grantee be reasonably determined by the Grantor to constitute an impending and immediate danger to the health, safety and welfare of the public, or to the Grantor's Parcel or its tenants, guests, invitees or be a private or public nuisance, the Grantor shall have the right to take immediate corrective action and

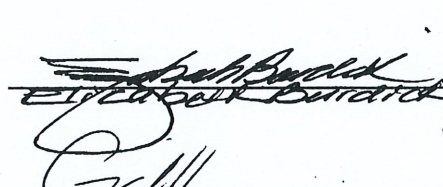
the Grantee shall reimburse the Grantor for Grantor's reasonable costs for same upon demand.

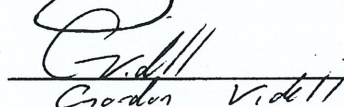
5. In performing its maintenance and repair obligations hereunder the Grantee may have temporary access over the immediately adjacent land of Grantor which access shall be done in a manner so as not to materially interfere with the use of the Easement Area by Grantor or with the use of the Grantor's Parcel. All access to other lands of the Grantor shall be done in an expeditious manner and Grantee will fully restore any disturbance to the Grantor's Parcel as practicable after any construction, maintenance or repair.
6. Neither party shall permit parking in the Easement Area.
7. The rights granted to the Grantee hereunder are for the sole purpose of benefiting the Grantee's Parcel to permit the ongoing Grantee's Use. If the Grantee's Use shall be discontinued then the rights and obligations of the Grantee hereunder shall terminate, except for unfinished maintenance and repair obligations or obligations under the hold harmless and indemnifications provision below, all of which shall survive the termination of this Easement. The parties shall act reasonably in documenting any termination of this Agreement.
8. The Grantee shall hold the Grantor, and the Grantor's successors and assigns, harmless and indemnify it for any and all damages to property or injuries to persons resulting in the use of the Easement Area by the Grantee and others, and for its failure to maintain the Easement Area as required hereunder and shall adequately insure the Easement Area and shall name the Grantor and its successors and assigns on such insurance.
9. In any land use, traffic, wetlands or similar application to the Grantee necessary for use or development of the Grantor's Parcel, the square footage and frontage on Colonel Ledyard Highway of the Easement Area may, at the discretion of the Grantor, be included in the square footage and frontage of the Grantor's Parcel.
10. This terms and conditions of this Agreement is a burden and benefit running with the land of both the Grantee's Parcel and the Grantor's Parcel and is binding upon the Grantor and the Grantee and their successors and assigns

IN WITNESS WHEREOF, the undersigned have signed this instrument on the day and date below contained.

Signed, Sealed and
Delivered in the Presence of:

Town of Ledyard


By: Fred B. Allen III
Duly authorized


Gordon Videll

STATE OF CONNECTICUT)

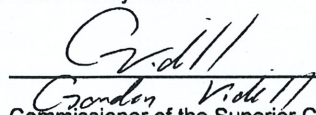
COUNTY OF NEW LONDON)

ss: Ledyard

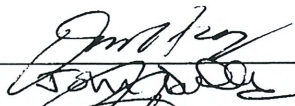
October 4, 2019

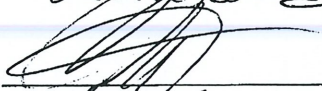
On this 4th day of October, 2019, before me, the undersigned officer, personally appeared Mayor Fred B. Allen III who acknowledged himself/herself to be the Mayor of the Town of Ledyard, a municipal corporation, and that he/she, as such Agent, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Town of Ledyard corporation by himself/herself as Mayor.

In witness whereof I have hereunto set my hand.


Gordon Videll
Commissioner of the Superior Court
#417803

Ledyard Center, LLC



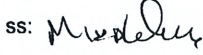


Wanda Kew

By: 
Duly authorized

STATE OF CONNECTICUT

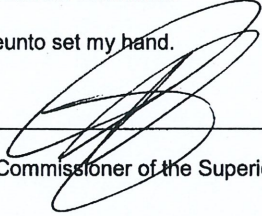
COUNTY OF Middlesex

)
) ss: 

October 4, 2019

On this 4th day of October, 2019, before me, the undersigned officer, personally appeared Salvatore Monarca who acknowledged himself/herself to be the duly authorized Member of Ledyard Center, LLC, a Connecticut limited liability company, and that he/she, as such member, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof I have hereunto set my hand.



Commissioner of the Superior Court