

FD#20

VOL. 180 PAGE 264
ELECTRIC DISTRIBUTION EASEMENT

RECEIVED

JUL 01 2026

Land Use Department

For a valuable consideration, receipt of which is hereby acknowledged, J & I Enterprises, a Connecticut General Partnership of Ledyard, CT. and the Town of Ledyard, a municipal corporation hereinafter call Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for streetlights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgement of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the northerly side of Colonel Ledyard Highway in the Town of Ledyard Connecticut, as more particularly described on the map entitled "MAP SHOWING EASEMENT AREA TO BE GRANTED TO THE CONN. LIGHT & POWER CO. JOB: J AND I ENTERPRISES TOWN: LEDYARD DATE: 2-25-88 *SCALE: 1"=100' DWG. NO. E-E-010P7-1758 *Rev. May 11, 1988 ", which map has been or will be filed in the office of the town clerk of said Town of Ledyard, Connecticut.

The Grantor agrees, except with the written permission of the Grantee, 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 Grantor's premises, and (ii) nothing shall be attached, temporarily or permanently, to any property of the Grantee installed by virtue of this easement. The Grantee may, without liability to the Grantor and at the expense of the Grantor, 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 Grantee by the Grantor or agents or employees thereof, all costs of repair or replacement shall be borne by the Grantor.

The Grantee, by the acceptance of this easement, agrees that, upon request of the Grantor and upon execution and delivery to the Grantee of rights and easements acceptable to the Grantee, it will relocate at the expense of the Grantor any part of said electric distribution system which the Grantor may reasonably request to be relocated, provided that such relocation is practicable and consistent with sound engineering principles, including any removal and relocation of such system improperly located due to incorrect street and property line locations furnished by the Grantor, the Grantor's agents or employees.

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee 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 Grantee 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 Grantor 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 Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

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

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) their day(s) and seal(s) to be affixed this 11th day of May, 19 88.

Signed, sealed and delivered in presence of:

William R. Hease II
William R. Hease II
Harold M. L.S.

J & I ENTERPRISES

By: Harry Morgan
Harry Morgan, General Partner

Raymond L. McDermott
Raymond L. McDermott
Harold M. L.S.

By: Floyd E. Chesbro (L.S.)
Floyd E. Chesbro, General Partner

Margaret M. Tipple
Margaret M. Tipple
Harold M. L.S.

TOWN OF LEDYARD
By: Mary K. McGrattan (L.S.)
Mary K. McGrattan, Mayor

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF CONNECTICUTCOUNTY OF NEW LONDON

On this the 11th day of May, 19 88 before me, Harold M. Lubin
 the undersigned officer, personally appeared Harry Morgan and Floyd E. Chesbro, general partners of
J & I Enterprises, a Connecticut General Partnership of Ledyard, CT.
 known to me (or satisfactorily proven) to be the person(s) whose name(s) were subscribed to the within instrument and acknow-
 ledged that they executed the same for the purposes therein contained, and as their free act and deed.

In witness whereof I hereunto set my hand and official seal.

Harold M. Lubin
 Commissioner of the Superior Court

~~XXXXXXXXXXXX~~

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 19____, before me, _____
 the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument and acknow-
 ledged that _____ he _____ executed the same for the purposes therein contained, and as _____ free act and deed.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires _____

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 19____, before me, _____
 the undersigned officer, personally appeared _____

known to me (or satisfactorily proven) to be the person(s) whose name(s) _____ subscribed to the within instrument and acknow-
 ledged that _____ he _____ executed the same for the purposes therein contained, and as _____ free act and deed.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires _____

VOL. 180 PAGE 266
CORPORATE ACKNOWLEDGEMENT

STATE OF CONNECTICUTCOUNTY OF NEW LONDON

On this 11th day of May, 19 88,
before me, the undersigned officer, personally appeared Mary K. McGrattan
who acknowledged herself to be the mayor
of The Town of Ledyard, a municipal corporation, and that he, as such officer,
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Harold M. Lubin
Commissioner of the Superior Court
~~Notary Public~~

RECEIVED FOR RECORD AT LEDYARD, CT.
ON 5-18-88 AT 1:01 P.M.,
ATTYST: PATRICIA KARNIS, TOWN CLERK

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____,
before me, the undersigned officer, personally appeared _____,
who acknowledged _____ to be the _____
of _____, a corporation, and that he, as such officer,
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 19____,
before me, the undersigned officer, personally appeared _____,
who acknowledged _____ to be the _____
of _____, a corporation, and that he, as such officer,
being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the
name of the corporation as the free act and deed of said corporation.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____