

**DRIVEWAY & UTILITY  
EASEMENT AND MAINTENANCE AGREEMENT**

**KNOW YE** that the **TOWN OF LEDYARD**, a municipal corporation located in the County of New London and State of Connecticut (referred to herein as "Grantor") for One (\$1.00) Dollar and other consideration, the receipt and sufficiency of which is hereby acknowledged does hereby grant to **RED WOLF BROADCASTING CORP.**, a Connecticut corporation with an office located in Ledyard, Connecticut, its successors and assigns, (referred to herein as "Grantee"), an easement over and under a certain parcel of real property located easterly off Blonders Boulevard, within the Town of Ledyard, Connecticut; said parcel of real property and said easement being hereinafter more fully described as set forth herein.

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a certain parcel of real property located in the Town of Ledyard, Connecticut located on the easterly side of Blonders Boulevard, known generally as 581 Colonel Ledyard Highway, Ledyard, Connecticut 06339 ("**Subject Property**") being depicted on a map or plan entitled "*Data Accumulation Plan Depicting Proposed Tower Site, Located at 581 Colonel Ledyard Highway, Ledyard, Connecticut, prepared for RED WOLF BROADCASTING, CORP. c/o John J. Fuller, P.O. Box 357, Ledyard, Connecticut 06339 Scale: As Shown Date: December 2011, JOB I.D. No.: 11-0206*" (the "**Plan**"); and

**WHEREAS**, Grantee has entered into a lease agreement with Frederic B. Allyn, Jr. and Jeanne S. Allyn for the purpose of constructing and maintaining a communications tower and accessory building to be located on the land of Frederic B. Allyn, Jr. and Jeanne S. Allyn as depicted on the said Plan; a notice of lease for which has been recorded on the Ledyard land records immediately prior to the recording of this Agreement (the "**Lease**"); and

**WHEREAS**, Grantor is willing to grant and convey to the Grantee an easement over the Subject Property for the purposes of providing ingress and egress to the aforementioned proposed tower and accessory building to be located on the land of Frederic B. Allyn, Jr. and Jeanne S. Allyn as depicted on the said Plan and for purposes of laying utilities across the land of Grantor to service the proposed tower and accessory building to be located on to the aforementioned land of said Frederic B. Allyn, Jr. and Jeanne S. Allyn; and

**WHEREAS**, Grantee is willing to enter into this Agreement pursuant to the terms and conditions set forth herein; and

**WHEREAS**, said easement conveyed by and described herein is shown on the Plan on the easterly side of Blondes Boulevard.

**NOW THEREFORE**, the parties hereto, hereby agree as follows:

1. Grantor hereby grants to Grantee and its successors and assigns, during the term of the **Lease**, as the same may be modified or extended, an easement over that portion of the Subject Property as a gravel driveway as depicted on the **Plan** that is necessary for ingress and egress from Blonders Boulevard to the aforementioned proposed tower and accessory building to be located on the aforementioned land of Frederic B. Allyn, Jr. and Jeanne S. Allyn, for use by Grantee and its successors and assigns, as well as a utility easement within said easement area for use by Grantee and its successors and assigns, as is necessary for the laying of utilities from Blonders Boulevard to the aforementioned proposed tower and accessory building to be located

on the aforementioned land of Frederic B. Allyn, Jr. and Jeanne S. Allyn. The above-described easement area is more particularly described in the aforementioned **Plan**. Grantee agrees that after any utility work is completed within the easement area, it shall restore the easement area as far as practicable to the condition in which it existed prior to the performance of said work, giving due consideration to the nature of the work that shall have been performed under this Agreement. All such utility work shall be placed underground and shall be at the sole cost and expense of the Grantee.

2. Grantee, for itself and its successors and assigns, hereby covenants and agrees with Grantor and its successors and assigns, to maintain, plow and repair, at its sole cost and expense, the driveway and utility easement area described above. Notwithstanding the foregoing, in the event that any damage is caused to the easement area due to the negligence of any party, then the party causing such damage shall be wholly responsible to repair the same.

3. During the term of the **Lease**, the grant of the foregoing easement shall constitute a covenant running against the parcel described herein and shall be binding upon the parties hereto, their respective successors and assigns, and all future owners or occupants of said premises and shall run in favor of the parcels described herein and the parties hereto, their respective successors and assigns and all future owners or occupants of said premises.

4. In the event that Grantee, its successor or assigns, cease use of the aforementioned proposed tower and accessory building to be located on the aforementioned land of Frederic B. Allyn, Jr. and Jeanne S. Allyn for a period of more than one (1) year, or should the **Lease** terminate, the easement granted herein shall be deemed abandoned. Further, Grantee may abandon and terminate this Agreement for any reason or at any time by providing Grantor with thirty (30) days prior written notice. Upon abandonment, this Agreement shall terminate, and Grantor and Grantee shall execute and record on the land records such documents as may be necessary to evidence said termination and, if requested by Grantor, Grantee shall immediately remove any utilities installed within the easement area and/or restore the easement area as far as practicable to the condition in which it existed prior to the execution of this Agreement.

5. Grantor represents, warrants and agrees that: (i) it is the legal owner of indefeasible and marketable title to the Subject Property with the right, power and authority to enter into this Agreement and to grant the easement to Grantee, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (ii) Grantor will comply with all governmental laws, rules and regulations applicable to the Property; and (iii) Grantor shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Subject Property or any other property owned or controlled by Grantor, either directly or indirectly or by action or inaction, in a manner which in any way could result in default of this Agreement or otherwise interfere with this Agreement.

6. Grantee represents, warrants and agrees that: (i) it has the right, power and authority to enter into this Agreement, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (ii) Grantee will comply with all governmental laws, rules and regulations applicable to the Property; and (iii) Grantee shall not use nor permit its affiliates, licensees, invitees or agents to use any portion of the Subject Property or any other property owned or controlled by Grantee, either directly or indirectly or by action or inaction, in a manner which in any way could result in default of this Agreement or otherwise interfere with this Agreement.

7. Grantor represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "**Substance**") located on, under or about the **Subject Property** that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulations. Neither Grantor nor Grantee will introduce or use any such Substance on, under or about the Subject Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Subject Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Subject Property by Grantor or, to Grantor's knowledge, by any prior owner or user of the Subject Property. Grantor and Grantee shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including reasonable attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Subject Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

8. In addition to the Environmental Indemnity set forth above, Grantor and Grantee shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenants of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the **Subject Property** and easement area by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

9. Unless otherwise provided herein, any notice or demand required or permitted to be given hereunder will be given by first class certified or registered mail, return receipt requested, or by a national overnight courier providing proof of service, or by first class mail, postage prepaid, to be effective when properly sent and received, refused, or returned undelivered. Notice will be addressed to the following addresses:

*If to Grantor:*  
Town of Ledyard  
c/o Mayor John Rodolico  
Ledyard Town Hall  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

*If to Grantee:*  
Red Wolf Broadcasting, Corp.  
85 Lynch Hill Road  
Oakdale, CT 06370

Either party hereto may change the place for the giving or receiving of notice to it by like written notice to the other as provided herein.

10. This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Grantor and Grantee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State of Connecticut; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity

shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provisions had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render the same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (f) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

11. Grantee shall continuously maintain public liability insurance over the easement area, insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by, the use and/or exercise of rights and/or obligations under this Agreement.

12. This Agreement and any amendments hereto shall be governed by the laws of the State of Connecticut.

13. This Agreement may only be modified or changed by an agreement in writing of the parties or their respective successors and/or assigns.

**IN WITNESS WHEREOF**, the parties hereto, by their hands and seal, have caused these presents to be executed on this \_\_\_\_\_ day of March, 2012.

GRANTOR  
TOWN OF LEDYARD

By: \_\_\_\_\_  
John Rodolico, Its Mayor  
Duly authorized

GRANTEE  
RED WOLF BROADCASTING, CORP.

By: - \_\_\_\_\_  
\_\_\_\_\_, Its President  
Duly authorized

STATE OF CONNECTICUT )  
) ss: \_\_\_\_\_, 2012  
COUNTY OF NEW LONDON )

Before me, the undersigned officer, personally appeared **JOHN RODOLICO**, Mayor of the Town of Ledyard, known to me (or satisfactorily proven), signer and sealer of the foregoing instrument, who acknowledged the signing of same to be his free act and deed in such capacity as said Mayor.

\_\_\_\_\_  
Commissioner of Superior Court/

Notary Public

STATE OF CONNECTICUT    )  
  ) ss: \_\_\_\_\_, 2012  
COUNTY OF NEW LONDON )

Before me, the undersigned officer, personally appeared \_\_\_\_\_, President of Red Wolf Broadcasting, Corp., known to me (or satisfactorily proven), signer and sealer of the foregoing instrument, who acknowledged the signing of same to be his free act and deed in such capacity as said President.

\_\_\_\_\_  
Commissioner of Superior Court/  
Notary Public