

PREPARED BY AND UPON
RECORDING THIS INSTRUMENT
SHOULD BE RETURNED TO:

Pullman & Comley, LLC
90 State House Square
Hartford, Connecticut 06103
Attn: Brion J. Kirsch, Esq.

**TERMINATION OF RIGHT OF
WAY AND RIGHT OF WAY AGREEMENT**

THIS TERMINATION OF RIGHT OF WAY AND RIGHT OF WAY AGREEMENT (this "Agreement") is made this 20th day of October, 2025, by and between **CLOVER RIDGE LLC**, a limited liability company organized and existing pursuant to the laws of the State of Connecticut and having a mailing address at 6 Ridgebury Road, Avon, Connecticut 06001 (the "**Grantor**") and **TOWN OF TORRINGTON**, a municipal corporation having an office and mailing address at 140 Main Street, Torrington, Connecticut 06790 (the "**Grantee**" and collectively with the Grantor, the "**Parties**" and each a "**Party**").

RECITALS

A. Grantor is the owner of certain real property more particularly described in Exhibit A attached hereto ("**Grantor's Land**"), and the Grantee is the owner of certain real property that abuts a portion of the Grantor's Land on the south-western boundary of the Grantor's Land (the "**Grantee's Land**"); and

B. Grantee is currently the beneficiary of a right of way across a portion of the Grantor's Land as set forth in a certain deed recorded in Volume 159 at Page 35 of the Torrington Land Records (the "**Existing ROW**"); and

C. The Grantor is seeking to construct, install and operate a photovoltaic solar system on the Grantor's Land (the "**Solar Project**") and in order to construct, install and operate the Solar Project the Grantor and Grantee wish to terminate the Existing ROW and establish a new right-of-way along the southern boundary of the Grantor's Land; and

D. In consideration of the foregoing, and subject to the terms and conditions of this Agreement, Grantor desires to grant to Grantee a permanent easement for ingress and egress over a portion of Grantor's Land as shown and described in Exhibit B attached hereto (the "**Right-of-Way Area**").

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. Termination of Existing ROW. The parties hereby, for themselves and their respective successors and assigns and all others that may claim by, through or under the parties, mutually terminate the Existing ROW and further agree that from and after the date hereof, neither Grantee nor its invitees shall have any further right to use the Existing ROW.

ARTICLE 2. Grant of Easement. Subject to the terms and conditions contained in this Agreement, Grantor hereby conveys and grants to Grantee, their heirs, successors and assigns, for the benefit of Grantee's Land, a non-exclusive easement (the "**Easement**") over and across the Right-of-Way Area for all highway purposes, including, but not limited to, providing vehicular and pedestrian ingress and egress between the point of access to Grantee's Land identified on Exhibit B and the terminus of the public road known as Lovers Lane.

ARTICLE 3. Improvements, Repair and Maintenance.

3.1 General.

(a) Grantee may, at its sole expense, improve the right-of-way area by constructing a road/driveway trail, parking area, and/or associated signage thereon using materials it deems appropriate, in its sole and absolute discretion, to facilitate vehicular and pedestrian use of the right-of-way area. Notwithstanding anything contained herein to the contrary, Grantee shall not take actions (including, but not limited to, constructing, placing or erecting any improvements), or allow others to conduct activities in or about the Easement or the Right-of-Way Area that causes or is reasonably likely to cause the shading or obstruction of sunlight to the Solar Project; and

(b) Grantee shall be solely responsible for any and all repair and maintenance of the right-of-way area.

ARTICLE 4. Supersession. This Agreement and the Easement granted herein, are intended to set forth and to constitute all of the easements, rights and hereditaments binding Grantor's Land in favor of Grantee's Land, it being the intention of the Parties that any easements, rights or other hereditaments currently in favor of Grantee, whether express or implied, which currently bind the Grantor's Land be and hereby are terminated upon the recording of this Agreement.

ARTICLE 5. Limitation of Liability. The parties hereto shall not be liable, each to the other, for any damage by or from any act or negligence of any party entitled or granted the right and privilege to use the Right-of-Way Area, or by any owner or occupants of land which adjoins, abuts or is contiguous to the Right-of-Way Area. Neither party shall be liable, each to the other, for any injury or damage to persons or property resulting in whole or in part from the criminal activities or willful misconduct of others. Nothing contained herein shall be construed to relieve the parties from liability for any personal injury resulting from their own negligence or willful misconduct or that of their employees, agents, successors or assigns.

ARTICLE 6. Reservation of Rights. Subject to the terms of this Agreement, Grantor shall have right to use the Right-of-Way Area in common with the Grantee or its successors for highway purposes as stated, above.

ARTICLE 7. Enforcement.

(a) This Agreement is solely for the benefit of, and may only be enforced by, the Grantor and the Grantee. No other person or entity shall have any rights under this Agreement, as a third-party beneficiary or otherwise.

(b) The prevailing Party to any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees and other costs relating to the action or proceeding incurred and/or paid by the prevailing Party.

ARTICLE 8. Miscellaneous.

8.1 Easement to Run with the Land. The Easement granted herein shall run with the land and shall inure to the benefit of, and shall be binding upon, Grantor, Grantee and their respective successors and assigns.

8.2 Modifications. Modifications, waivers, and consents respecting this Agreement shall only be binding if in writing and signed by the party against whom any such modification, waiver, or consent is to be enforced. In addition, no modification of this Agreement shall be effective unless and until duly recorded among the Land Records for the Town of Torrington.

8.3 No Waiver. No delay or omission by either of the Parties hereto in exercising any right or power accruing upon any non-compliance or failure of performance by the other party of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the obligations of the other party under this Agreement shall not be construed to be a waiver of any subsequent breach of such obligation or a waiver of any breach of any other term, covenant or condition of this Agreement.

8.4 Severability. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.5 Recitals and Headings. The Recitals to this Agreement are hereby incorporated into and made a part of this Agreement. The headings contained in this Agreement are included for convenience of reference only and shall not be deemed to limit or otherwise modify the terms of this Agreement.

8.6 Relationship of Parties. Nothing contained in this Agreement shall be construed to create any relationship between the parties hereto other than the relationship of neighboring landowners with the rights and obligations set forth in this Agreement, and in no event shall the parties hereto be deemed to be partners or co-venturers for any purpose whatsoever.

8.7 Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to the effect of contrary conflict of law principles.

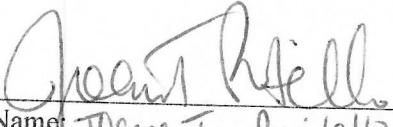
8.8 Construction. This Agreement and the grant of easements herein shall not be strictly construed but shall be given a reasonable construction so that the intention of the parties to confer permanent and commercially reasonable and usable rights of enjoyment of the easements herein granted is carried out.

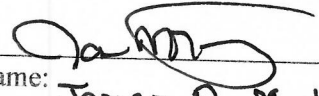
8.9 Counterparts. This Agreement may be executed in counterparts, each of which, taken as whole, shall constitute but a single instrument.

No Further Text On This Page – Signature Pages Follow

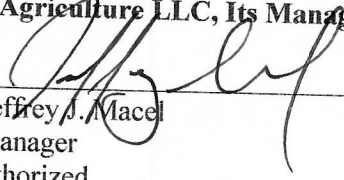
IN WITNESS WHEREOF, Grantor have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:


Name: Joanna T. Piscitello


Name: James P. Mulvey

GRANTOR:
CLOVER RIDGE LLC
By: US Agriculture LLC, Its Manager

By: 
Name: Jeffrey J. Macel
Its: Manager
Duly Authorized

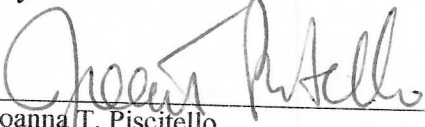
STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

ss: West Hartford

On this the 21st day of October, 2025, before me, the undersigned officer, personally appeared Jeffrey J. Macel, who acknowledged himself to be the Manager of US Agriculture LLC, the Manager of **CLOVER RIDGE LLC**, a limited liability company organized and existing under the laws of the State of Connecticut, and that he as the Manager of the limited liability company and being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as the Manager of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand.


Joanna T. Piscitello
Notary Public
My commission expires: 11/30/2028

[SEAL]



IN WITNESS WHEREOF, Grantee have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Barbara C. Saladin
Name: BARBARA C. SALADIN

M. Magistrate
Name: MICHAEL F. MAGISTRAL

GRANTEE:
TOWN OF TORRINGTON

By: Elinor Carbone
Name: Elinor Carbone
Its: Mayor
Duly Authorized

STATE OF CONNECTICUT)
COUNTY OF Litchfield) ss: TORRINGTON

On this the 30th day of October, 2025, before me, the undersigned officer, personally appeared **Elinor Carbone**, who acknowledged herself to be the Mayor of the **TOWN OF TORRINGTON**, a municipal corporation and a body politic and corporate existing under the laws of the State of Connecticut, and that she as the Mayor of the municipal corporation and being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as the Mayor of said municipal corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

M. Magistrate
MICHAEL F. MAGISTRAL
Commissioner of the Superior Court
Notary Public JUS # 306099
My commission expires: -

[SEAL]

EXHIBIT A
Legal Description of Grantor's Land

Parcel 9170, M/B/L 222/004/26, Torrington, CT

That certain piece or parcel of land situated on the easterly side of Lovers Lane in the Town of Torrington, County of Litchfield and State of Connecticut, bounded and described as follows:

Commencing at a point on the easterly side of Lovers Lane, which point marks the northwesterly corner of land now or formerly of George E. Klug and the southwest corner of the parcel herein described; thence along the easterly side of Lovers Lane the following courses and distances - along a curve to the left with a delta angle of $10^{\circ} 27' 42''$, a radius of 350' and an arc length of 63.91' to a point, thence N. $13^{\circ} 55' 02''$ W. 70.05' to a point; thence along a curve to the right with a delta angle of $40^{\circ} 02' 40''$, a radius of 170' and an arc length of 118.81' to a point; thence along Phase G of Country Woods Condominiums the following courses and distances - N. $88^{\circ} 00' 00''$ E. 252.51' to a point; thence N. $40^{\circ} 00' 00''$ E. 127.13' to a point; thence along Phases F, A, D and H of Country Woods Condominiums N. $53^{\circ} 22' 00''$ E. 785.12' to a point; thence along Phase H of Country Woods Condominiums the following courses and distances - S. $36^{\circ} 38' 00''$ E. 117.38' to a point; thence S. $60^{\circ} 08' 41''$ W. 21.18' to a point; thence S. $29^{\circ} 51' 19''$ E. 156.42' to a point; thence N. $53^{\circ} 22' 00''$ E. 435.36' to a point; thence N. $21^{\circ} 53' 26''$ E. 159.66' to an iron pin; thence along land now or formerly of Marvin & Jacqueline G. Maskovsky N. $21^{\circ} 53' 26''$ E. 22.77' to an iron pin; thence along land now or formerly of Anthony P. & Shirley M. Cisowski the following courses and distances - S. $60^{\circ} 30' 04''$ E. 102.27' to an iron pin; thence S. $59^{\circ} 12' 46''$ E. 67.73' to a point; thence S. $76^{\circ} 34' 28''$ E. 75.01' to a point; thence along Charlene Park Road (proposed) the following courses and distances - along a curve to the left with a delta angle of $7^{\circ} 32' 58''$, a radius of 664.9' and an arc of length of 87.61' to a point; thence S. $05^{\circ} 18' 42''$ W. 334.35' to a point; thence along land now or formerly of the City of Torrington the following courses and distances - N. $57^{\circ} 03' 26''$ W. 25.05' to a drill hole; thence N. $68^{\circ} 46' 17''$ W. 140.06' to an iron pipe; thence S. $21^{\circ} 28' 35''$ W. 506.40' to an iron pipe; thence S. $20^{\circ} 40' 28''$ W. 100.75' to an iron pipe; thence S. $22^{\circ} 05' 39''$ W. 473.97' to an angle iron; thence along land now or formerly of George E. Klug N. $68^{\circ} 02' 59''$ W. 1209.13' to the point and place of beginning.

Said piece or parcel of land contains 27.431 acres and is shown on a map entitled "Country Woods Condominiums Phase 'H' Lovers Lane Torrington, Connecticut Scale 1" = 100' Date March, 1994 Sheet 1 of 2 Job No. 1224-102" certified by William A. Berglund Licensed Land Surveyor Torrington, Connecticut, which map is on file in the office of the Town Clerk of Torrington as Map No. 4075.

Together with an easement and right to connect to, utilize and maintain utilities, including but not limited to water, sewer, drainage, electrical, telephone, cable television and gas lines, and together with the right of ingress and egress for all purposes, upon, across, over and/or under that existing road within Country Woods Condominiums, shown on said map and running from Lovers Lane to the subject property, for the purpose of access, engineering work, development and construction upon said piece or parcel of land, the aforementioned rights having been reserved by REI IV Limited Partnership in the Declaration of Common Interest Community of Country Woods Condominiums dated January 21, 1988 and recorded in Volume 429 at Page 46 of the Torrington Land Records.

Being the same premises conveyed by Samanna Realty LTD in a deed dated August 18, 2014 and recorded August 21, 2014 in Volume 1189 at Page 310 of the Torrington Land Records.

EXHIBIT A CONTINUED ON NEXT PAGE

Lovers Lane:

The following described piece or parcel of land with all improvements thereon situated in Torrington, Litchfield County, Connecticut, and bounded as follows:

Northerly by land now or formerly of Samuel Stevens; Easterly by land now or formerly of Samuel Stevens in part and in part by land now or formerly of Harold P. Birden and in part by land now or formerly of Raymond Hewitt; Southerly in part by land now or formerly of Raymond Hewitt and in part by Allen Road; and Westerly by Lover's Lane.

EXCEPTING AND RESERVING, however, from the above-described premises the following:

A certain piece or parcel of land situated on Allen Road and Lovers Lane as set forth in a Warranty Deed from George Klug to John W. Czapor and Marcia Czapor, dated May 2, 1973, and recorded in the Torrington Land Records in Volume 290, Pages 161-162.

A certain piece or parcel of land situated on Lovers Lane as set forth in the following deeds: (1) Quit Claim Deed from Hazel E. Klug, Diana M. Klug, George W. Klug and Ruth Ann Klug Eaton to Robert A. MacKenzie, dated July 31, 1987, and recorded November 20, 1989 in the Torrington Land Records in Volume 466, Page 843; and (2) Executor's Deed from Hazel E. Klug, Executrix, to Robert A. MacKenzie, dated July 31, 1987, and recorded November 20, 1989 in the Torrington Land Records in Volume 466, Page 845.

EXHIBIT B

Location and Description of Right-of-Way Area and Easement

