

## **DRIVEWAY ACCESS AGREEMENT**

McGuire Road Associates, LLC, a Connecticut limited liability company, acting herein by Blake Bannon, duly authorized, (the "Grantor"), for a valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby grants to Steven J. St. Jarre, of 574 King Street in the Town of South Windsor, County of Hartford and State of Connecticut, (the "Grantee"), the right to utilize an existing driveway access from King Street, located in the northeasterly corner of 542 King Street for the purpose of gaining ingress and egress from King Street to the rear portion of the Grantee's property at 574 King Street. The Grantee shall have this right of driveway access for so long as the Grantee is the title owner of 574 King Street and resides therein. Upon the termination of the Grantee's ownership, this Driveway Access Agreement shall terminate and shall not be transferable to any subsequent owner of 574 King Street.

The Grantee shall have the right to reasonably maintain the driveway, shall be solely responsible for clearing the driveway of ice, snow or other impediments and may, at the Grantee's sole option, lay down crushed stone or other material for sub-base and/or crushed stone or gravel for the top surface of the driveway.

The Grantor hereby reserves the right to use the driveway for all reasonable purposes, that, in the reasonable opinion of the Grantor, (i) do not materially interfere with the exercise of any of the rights herein granted and (ii) do not create a hazard.

The Grantor, by its granting of said access rights, and the Grantee, by its acceptance of same, hereby acknowledge, covenant and agree for themselves and their respective heirs, successors and assigns as follows:

- (a) the right of access granted herein is intended to be a personal right for the benefit of the Grantee only for so long as he is the owner of 574 King Street and resides therein and shall not be a transferable right or agreement to any subsequent owner, or tenant, without the prior written consent of the Grantor;
- (b) the Grantee shall not erect any building or structure on, place or store any materials on, obstruct, excavate, fill or flood the driveway area, or otherwise use the driveway in any manner that, in the reasonable opinion of the Grantor (i) may materially interfere with the property rights of the Grantor and/or (ii) may create a hazard;
- (c) the Grantee shall not permit any third parties to utilize said driveway;

The Grantee by acceptance and use of the driveway access hereby agrees and shall indemnify and hold the Grantor harmless from any loss, cost, injury, damage, claim or expense as may arise as a result of the Grantee's making use of the driveway as provided herein.

\_\_\_\_\_  
This Agreement is made by the Grantor and Grantee to provide the right to the Grantee to utilize the existing driveway located on 542 King Street for access to the rear of his property at 574 King Street and for no other purpose.

IN WITNESS, WHEREOF the Grantor, intending to be legally bound hereby, has duly executed this Agreement on this the \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed and witnessed in the presence of:

Grantor:  
McGuire Road Associates, LLC

Witness 1 \_\_\_\_\_  
Print Name:

By: \_\_\_\_\_  
Name:

Witness 2 \_\_\_\_\_  
Print Name:

**ACKNOWLEDGEMENT**

STATE OF CONNECTICUT

ss: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged that he signed this document on behalf of McGuire Road Associates, LLC as his free act and deed, being duly authorized to act on behalf of McGuire Road Associates, LLC, the for its stated purpose.

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

\_\_\_\_\_  
Notary Public -- My Commission Expires: \_\_\_\_\_  
Commissioner of the Superior Court

Contents Noted, Accepted and Approved.

\_\_\_\_\_  
Steven J. St. Jarre

Dated: \_\_\_\_\_