

SIGHT-LINE EASEMENT

This Sight-line Easement ("Easement") made and entered into this ____ day of November, 2023, by and between **THE NEVAR COMPANY** of the Town of Cheshire, County of New Haven and State of Connecticut (hereinafter called "GRANTOR"), and the **TOWN OF MONTVILLE**, a municipal corporation having its territorial limits within the County of New London and State of Connecticut (hereinafter called "GRANTEE");

W I T N E S S E T H:

WHEREAS, Grantor is the owner of all right, title and interest in the properly located in Montville, Connecticut ("Grantor's Property") shown on that certain map entitled: "PROJECT: PROPOSED 1-LOT RESUBDIVISION OF 958 ROUTE 163 (PARCEL ID : 046-008-000)OAKDALE, CONNECTICUT JULY 17, 2023 SHEET TITLE SUBDIVISION PLAN (SHEET 2 OF 2) SHEET #: 1.12"; Plan Date 07/17/23; Revised: 08/04/23, 08/31/23, 09/12/23, 09/21/23 and 11/06/23; scale 1"=60"; prepared by Solli Engineering, 501 Main Street, Monroe, CT 06468, 11 Vanderbilt Ave, Norwood, MA 02062, which map is on file in the Montville Town Clerk's office.

WHEREAS, Grantee desires to obtain a Sight-line easement over a portion Grantor's Property, and Grantor is willing to grant such rights on the terms and conditions of this Easement.

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, delivered to Grantor by Grantee, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey unto Grantee an easement (the "Sight-line Easement") in the area described on the attached **Schedule "A"** (the "Easement Area"), for the sole purpose of providing clear sight distance and line of sight for vehicular traffic along Connecticut Route 163, a public roadway (the "Road") in the Easement Area. Grantee agrees that it shall not erect, place or plant anything in the Easement Area in such a manner as would reasonably and materially impede vision by drivers between a height of three (3) feet and fifteen (15) feet above the grades within the Easement Area. Additionally, no fences shall be constructed within the Easement Area in a manner which would materially impede the Site Distance Easement. Grantor further grants Grantee the right to maintain the Easement Area in a reasonable manner as may be required to provide such clear sight distance and line of site along the Roadway, and Grantee, by accepting this Easement, assumes the obligation to so maintain the Easement Area.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be executed the day and year first aforementioned.

[Signature page to follow]

Witnesses:

THE NEVAR COMPANY
Grantor

By: _____

DEAN B. FISKE
Its President

TOWN OF MONTVILLE
Grantee

By: _____

Its

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss: Cheshire

On this, the _____ day of November, 2023, before me, the undersigned officer, personally appeared **DEAN B. FISKE** who acknowledged him/herself to be the President of **THE NEVAR COMPANY** a corporation, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by him/herself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary public
My commission expires:

STATE OF CONNECTICUT)
)
COUNTY OF NEW LONDON)

ss: Montville

On this, the _____ day of November, 2023, before me, the undersigned officer, personally

appeared _____ who acknowledged him/herself to be the
_____ of **TOWN OF MONTVILLE** a municipal corporation, and that
he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes
contained therein by signing the name of the corporation by him/herself as
_____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Commissioner of the Superior Court
Notary public
My commission expires:

SCHEDULE "A"
SIGHT-LINE EASEMENT AREA

Commencing at a concrete bound in the westerly street line of Connecticut Route 163 at the northeasterly corner of the land of Lot 1 (958 Route 163 / 046 - 008 - 000) and on the dividing line between Lot 1 (958 Route 163 / 046 - 008 - 000) and remaining land now or formerly of Raymond and Mary J. Mostowy; thence running the following bearings and distances along the westerly street line of Connecticut Route 163:

" S04°39'27"E for a distance of eleven and 20/100 feet (11.20');

" Curve having a radius of one thousand eight hundred and eighty five and 08/100 feet (1885.08') for a distance of one hundred seventy eight and 52/100 feet (178.52') (chord angle = S01°54'36"E, chord length = 178.46);

" S89°19'57"E for a distance of seven and 94/100 feet (7.94');

" S03°01'18"W for a distance of seventy seven and 22/100 feet (77.22');

" S07°45'00"W for a distance of forty two and 02/100 feet (42.02') to a point and place of beginning;

Thence running S07°45'00"W for a distance of one hundred and twenty eight and 32/100 feet (128.32') to a point (rebar);

Thence running S08°10'00"W for a distance of seventy and 01/100 feet (70.01') to a point;

Thence running N80°24'06"W for a distance of seven and 22/100 feet (7.22') to a point;

Thence running N09°58'57"E for a distance of one hundred and ninety eight and 25/100 feet (198.25') to the point and place of beginning, containing 0.017± acres of land.