

Return To:
Heller, Heller & McCoy
736 Norwich-New London Turnpike
Uncasville, CT 06382

GRANT OF STORM SEWER EASEMENT AND RIGHTS TO DRAIN

KNOW ALL MEN BY THESE PRESENTS:

That **RAND-WHITNEY REALTY LLC**, a Delaware limited liability company registered to transact business in the State of Connecticut (the "Grantor") for the consideration of good and valuable considerations received to its full satisfaction of the **TOWN OF MONTVILLE**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with an office and principal place of business at 310 Norwich-New London Turnpike, in the Town of Montville, County of New London and State of Connecticut (the "Grantee") does hereby give, grant, bargain, sell and convey to the Grantee a perpetual easement for purposes of installing, utilizing, maintaining, repairing and replacing storm sewer culverts and appurtenant structures together with the right to drain stormwater collected in and discharged from structures constructed within said storm sewer easement area over and across other lands of the Grantor in the natural drainage pattern as the same exists as of the date of this grant.

Said storm sewer easement is located on the northeasterly side of Maple Avenue in the Town of Montville, County of New London and State of Connecticut and is more particularly shown and designated as "Proposed Drainage Easement (9,218 S.F. +/-)" on a certain map or plan entitled "Property Survey Prepared For Rand-Whitney Realty LLC #375 Maple Avenue Montville, Connecticut Project No. 25-065 Drawn By: R.A.D. Date: 6/17/25 Scale: 1" = 30' Sheet 1 of 1 Advanced Surveys, LLC. 60 Terry Road, Griswold, CT 06351 Phone (860) 639-8928", and which storm sewer easement is more particularly bounded and described as follows:

Beginning at a point in the northeasterly line of Maple Avenue at the southwesterly corner of the herein described storm sewer easement area, which point of beginning is located South 52°45'34" East a distance of 82.61 feet from an iron pin set in the northeasterly streetline of Maple Avenue, as shown on the above referenced plan; thence running North 39°22'29" East for a distance of 163.29 feet to an angle point; thence running North 40°17'56" East for a distance of 129.39 feet to the centerline of a stone wall; thence running North 40°17'56" East for a distance of 51.34 feet to an angle point; thence running North 73°23'24" East for a distance of 51.37 feet to an angle point; thence running North 58°27'31" East for a distance of 46.57 feet to an angle point; thence running South 16°36'36" East for a distance of 44.00 feet to an angle point; thence running South 88°19'17" West for a distance of 46.57 feet to an angle point; thence running South 73°23'24" West for a distance of 45.43 feet to an angle point; thence running South 40°17'56" West for a distance of 43.69 feet to the center of a stone wall; thence running South 40°17'56" West for a distance of 130.94 feet to an angle point; thence running South 39°22'29" West for a distance of 162.39 feet to the northeasterly line of Maple Avenue; thence running North 52°45'34" West for a distance of 20.01 feet along the northeasterly line of Maple Avenue to the point and place of beginning of said storm sewer easement area.

The hereinbefore granted drainage easement is further granted together with the right to access and egress said storm sewer easement area, by foot or by vehicle, for purposes of installing, maintaining, repairing and replacing facilities constructed within the limits of said storm sewer easement area and at the outfall of the storm sewer culvert.

This Grant of Storm Sewer Easement and Rights to Drain is executed and delivered and the easements hereinbefore set forth are granted upon the following terms and conditions, to wit:

1. Grantor shall design and install the storm sewer facilities in accordance with the design thereof approved by the Town of Montville Planning and Zoning Commission. Subsequent to the installation of said storm sewer facilities, Grantee shall be solely responsible for the maintenance, cleaning, repair and replacement of all improvements constructed within the limits of the storm sewer easement at its sole risk, expense and liability.
2. Grantee shall take all necessary steps to maintain the facilities constructed within the limits of the storm sewer easement in good working order.
3. In effecting maintenance, cleaning, repair and replacement of improvements constructed within the limits of the storm sewer easement, Grantee shall comply, and shall cause any and all employees, representatives, contractors, consultants and others engaged by or through Grantee to perform any and all activities provided for by this Grant of Storm Sewer Easement and Rights to Drain in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes, permits, certifications, approvals, orders, decrees, judgments and other pronouncements or directives having the force and effect of law, including, without limitation, laws relating to the protection of workers, human health and the environment (collectively, the "Laws").
4. Grantee agrees that it will, as soon as practicable, after any maintenance, cleaning, repair or replacement of structures constructed within the storm sewer easement area, remove all tools, equipment and other property used by Grantee or its employees, representatives, agents, consultants or contractors in connection with Grantee's work. Grantee further agrees to restore all property of the Grantor, including the storm sewer easement area, to a condition substantially similar to the condition of the easement area prior to the commencement of such maintenance, cleaning, repair or replacement. For purposes hereof, such restoration requirements shall require that the disturbed areas be returned to substantially the same the surface which existed prior to the commencement of such maintenance, cleaning, repair or replacement.
5. ~~The rights Grantor reserves all rights to use the easement area for all purposes not inconsistent with this grant. granted herein shall not be construed to interfere with or restrict the Grantor's use of the easement area.~~ Grantee shall at all times use the storm sewer easement area in a reasonable manner so as not to cause injury or waste to the property of the Grantor. ~~Except as expressly provided for in this Grant of Storm Sewer Easement and Rights to Drain, Grantor expressly reserves all surface and subsurface rights with respect to the storm sewer easement area.~~
5. ~~5.~~ Grantee shall maintain, during all periods of time during which Grantee, its employees, representatives, agents or contractors are performing maintenance, cleaning, repair or replacement of structures or facilities constructed within the limits of the storm sewer easement area, or adjacent thereto, liability insurance with minimum single limit coverage equal to the reasonable coverage limits prevailing in New London County for similar circumstances. of Five Million and 00/100 (\$5,000,000.00) Dollars.

7. Grantee agrees to and shall at all times indemnify, protect and save harmless the Grantor and its affiliates, and all of their respective officers, directors, employees, agents and representatives (collectively, "Grantor Indemnitees") and further agrees to release and covenants not to sue Grantor Indemnitees from and against all costs, expense or liability resulting from any and all losses, damages (including, without limitation, bodily injury and property damage), detriments, suits, claims, demands and charges which Grantor may directly or indirectly suffer, sustain or be subjected to by reason of or on account of the maintenance, cleaning, repair or replacement of facilities constructed within the limits of the storm sewer easement area or other activities of Grantee within the limits of the storm sewer easement area or by reason of the failure on the part of the Grantee to perform any of its obligations contained in this Grant of Storm Sewer Easement and Rights to Drain whether such losses or damages be suffered or sustained by Grantor directly, or by its employees or invited guests, or be suffered or sustained by other persons or corporations who may seek to hold Grantor liable arising from the activities of the Grantee in maintaining, cleaning, repairing or replacing storm sewer facilities constructed within the limits of the storm sewer easement area. Without limiting the foregoing, Grantee agrees that it shall be fully responsible for the acts and omissions of its employees, agents, representatives, consultants, contractors and all other individuals or entities who are acting for it or engaged in the performance of activities for the maintenance, cleaning, repair or replacement of facilities located within the storm sewer easement area.
8. Grantee shall provide Grantor with not less than ten (10) days prior written notice of the commencement of any maintenance, cleaning, repair or replacement of storm sewer facilities constructed within the limits of the storm sewer easement area. Each party shall designate individuals who shall receive communications regarding operational matters, equipment, scheduling of maintenance and the like. In performing any required maintenance, cleaning, repair or replacement of the storm sewer facilities installed within the storm sewer easement, the Grantee shall use reasonable ~~best~~ efforts not to interfere with the use and enjoyment of the servient estate by the Grantor and/or its affiliates.
9. Where appropriate, Grantee shall employ inspectors, watchmen and/or flagmen necessary to protect Grantee's operations within the storm sewer easement area during Grantee's maintenance, cleaning, repair or replacement of any facilities within the storm sewer easement area. Grantee agrees to pay the full cost and expense of such inspectors, watchmen and/or flagmen.
10. The grant of easement contained herein is a covenant running with the lands of the Grantor and shall be binding upon the Grantor, its successors and assigns, and all future owners and occupants of the premises subject to the storm sewer easement. This grant of storm sewer easement is limited to such rights as Grantor may have in the easement property, and is granted without any warranty, expressed or implied.
11. [Intentionally deleted] Neither party hereto may assign this Grant of Storm Sewer Easement and Rights to Drain or its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, upon notice to Grantee, Grantor may assign this Grant of Storm Sewer Easement and Rights to Drain without the consent of Grantee to its parent corporation, any subsidiary of its parent, any entity that acquires a controlling interest in the equity interest of Grantor, or that purchases substantially all of Grantor's assets or any entity that purchases substantially all of the easement area (or any portion thereof). Nothing in

This Grant of Storm Sewer Easement and Rights to Drain has been accepted by resolution of the Town Council of the Town of Montville on the terms and conditions hereinbefore set forth effective as of the ___ day of _____, 2025.

TOWN OF MONTVILLE

By: _____ (L.S.)
Leonard G. Bunnell, Sr., its Mayor