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

GRANT OF GROUNDWATER EASEMENT

This Grant of Groundwater Easement is made effective the ____ day of _____, 2024 by and between **AVERY BROOK HOMES, LLC**, a Connecticut limited liability company, with an office and place of business at 1641 Connecticut Route 12 in the Village of Gales Ferry, Town of Ledyard, County of New London and State of Connecticut (“Party of the First Part”) and **AVERY BROOK HOMES, LLC**, a Connecticut limited liability company, with an office and place of business at 1641 Connecticut Route 12 in the Village of Gales Ferry, Town of Ledyard, County of New London and State of Connecticut (“Party of the Second Part”).

RECITALS

1. Avery Brook Homes, LLC, as Party of the First Part, is the owner of a certain tract or parcel of land designated as 94 Stoddards Wharf Road a.k.a Connecticut Route 214 (hereinafter, the “Servient Estate”) on a certain map or plan entitled “Boundary Line Adjustment Plan Property of Avery Brook Homes LLC 94, 96, 98 and 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scales As Shown February 2024 Sheet 1 of 2 Dieter & Gardner Land Surveyors – Planners 1641 Connecticut Route 12 P.O. Box 335 Gales Ferry, CT. 06335 (860) 464-7455 Email: dieter.gardner@yahoo.com” (the “Plan”).
2. Party of the Second Part is the owner of 96 Stoddards Wharf Road a.k.a Connecticut Route 214, 98 Stoddards Wharf Road a.k.a Connecticut Route 214 and 100 Stoddards Wharf Road a.k.a Connecticut Route 214, each as shown on the Plan (collectively, the “Dominant Estate”).
3. Avery Brook Homes, LLC, as Party of the First Part, desires to restrict the development of the Servient Estate to one (1) single-family dwelling house with appurtenant residential facilities and improvements; and to otherwise grant, convey and transfer to Avery Brook Homes, LLC, as Party of the Second Part, a groundwater easement for the use and enjoyment of the groundwater located under the Servient Estate for the use of the Party of the Second Part in the provision of dilution of effluent discharged from subsurface sewage disposal systems to be constructed by Party of the Second Part, its successors and assigns, on lots subdivided from the Dominant Estate.

NOW, THEREFORE, in consideration of the Recitals hereinbefore set forth, Party of the First Part and Party of the Second Part do hereby covenant and agree as follows:

1. Party of the First Part does hereby give, grant, bargain, sell and convey to the Party of the Second Part an easement for utilizing any and all groundwater contribution from the Servient Estate to the Party of the Second Part, its successors and assigns, to be utilized by the Party of the Second Part for purposes of dilution of effluent emanating from subsurface

sewage disposal systems constructed or developed by Party of the Second Part on the Dominant Estate.

2. Party of the First Part does hereby covenant and agree with Party of the Second Part that development on the Servient Estate shall be limited to the construction of one (1) single-family dwelling house that will contain a singular subsurface sewage disposal system designed and installed in accordance with GST standards designed and patented by Geomatrix, L.L.C. or equivalent system.
3. This Grant of Groundwater Easement shall be binding upon the parties hereto and their respective successors and assigns forever and is intended to create real covenants which will run with the title to the real property of the Dominant Estate, and each and every part thereof, and be binding upon and encumber the groundwater elements of the Servient Estate and impose upon the Servient Estate the restrictions imposed by Paragraph 2 above.
4. This Grant of Groundwater Easement shall be interpreted, construed and enforced in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

PARTY OF THE FIRST PART:

AVERY BROOK HOMES, LLC, a
Connecticut limited liability company

By: _____ (L.S.)
Peter C. Gardner, its Member

PARTY OF THE SECOND PART:

AVERY BROOK HOMES, LLC, a
Connecticut limited liability company

By: _____ (L.S.)
Peter C. Gardner, its Member

STATE OF CONNECTICUT)
) ss: Montville
COUNTY OF NEW LONDON)

On this the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Peter C. Gardner, who acknowledged himself to be a Member of Avery Brook Homes, LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the foregoing instrument to be his free act and deed, as Member aforesaid, and the free act and deed of Avery Brook Homes, LLC.

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

Harry B. Heller
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) ss: Montville
COUNTY OF NEW LONDON)

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