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

GRANT OF DRAINAGE EASEMENT AND RIGHTS TO DRAIN

KNOW ALL MEN BY THESE PRESENTS:

That, **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 in the Town of Ledyard, County of New London and State of Connecticut for good and valuable considerations received to its full satisfaction of the **TOWN OF LEDYARD**, a municipal corporation with an office and principal place of business at 741 Colonel Ledyard Highway in the Town of Ledyard, County of New London and State of Connecticut does give, grant bargain sell and confirm unto the said **TOWN OF LEDYARD**, a non-exclusive easement over and across the hereinafter described property for purposes of installing, utilizing, maintaining, repairing and replacing a stormwater drainage system and appurtenant facilities together with the further right to discharge and flow water collected in and discharged from said drainage system over and across other land of Avery Brook Homes, LLC in the natural drainage pattern as the same exists as of the date of this conveyance.

The drainage easement granted herein and the rights to drain granted herein are located on the easterly side of Avery Court in the Town of Ledyard, Connecticut and are more particularly shown and designated as "Access/Utility Easement (See Detail)" and "Drainage Easement in Favor of the Town of Ledyard (Crosshatched Area)" on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scale: 1" = 40' March 2024 Sheet 2 of 8 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" which drainage easement area is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the easterly line of the cul-de-sac at the northerly end of Avery Court on the division line between 8 Avery Court and 14 Avery Court as delineated on the hereinbefore referenced resubdivision plan; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to a point; thence running North 84°30'02" East for a distance of 95.59 feet to a point; thence continuing North 84°30'02" East for a distance of 24.67 feet to a point; thence running North 23°59'45" East for a distance of 39.62 feet to a point; thence running North 86°50'26" East for a distance of 65.00 feet to a rebar or drill hole to be set at other land now or formerly of Avery Brook Homes LLC as shown on the above referenced plan; thence running South 28°34'58" East for a distance of 45.47 feet bounded northeasterly by other land now or formerly of Avery Brook Homes LLC as shown on the above referenced plan to a rebar or drill hole to be set; thence running South 84°30'02" West for a distance of 102.28 feet to a point; thence running South 05°29'58" East for a distance

of 10.00 feet to a point; thence running South 84°30'02" West for a distance of 24.39 feet to a point on the division line between 8 Avery Court and 12 Avery Court as shown on the above referenced plan; thence running South 84°30'02" West for a distance of 95.87 feet to a point in the easterly line of the cul-de-sac at the northerly end of Avery Court; thence running along the arc of a curve to the left with a radius of 60.00 feet, a central angle of 09°35'39" for a distance of 10.05 feet bounded westerly by the cul-de-sac at the northerly end of Avery Court to the rebar or drill hole to be set at the point and place of beginning of said easement area.

Said drainage easement is granted together with the right to flow collected and discharged stormwater from structures constructed within said drainage easement area over remaining lands of the Grantor in the natural drainage pattern as the same exists as of the date of this conveyance.

TO HAVE AND TO HOLD the hereinbefore granted drainage easement and rights to drain to the said Town of Ledyard, its successors and assigns forever.

The Grantor herein reserves the right to itself, its successors and assigns, to continue to use the land which is encumbered by the hereinbefore granted easement for any uses and purposes which do not interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purpose for which this easement is granted; subject, however, to the condition that the erecting of buildings, walls, fences and other structures, the planting or growing of trees or shrubs shall be prohibited unless written permission is first obtained from the Grantee, which permission may be withheld by the Grantee in its absolute discretion.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

AVERY BROOK HOMES, LLC

_____

_____

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

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 the Manager 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 Manager aforesaid and the free act and deed of Avery Brook Homes, LLC.

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

_____
Commissioner of the Superior Court/ Notary Public
My Commission Expires: _____

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

GRANT OF DRAINAGE EASEMENT AND RIGHTS TO DRAIN

KNOW ALL MEN BY THESE PRESENTS:

That, **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 for good and valuable considerations received to its full satisfaction of the **TOWN OF LEDYARD**, a municipal corporation with an office and principal place of business at 741 Colonel Ledyard Highway in the Town of Ledyard, County of New London and State of Connecticut does give, grant bargain sell and confirm unto the said **TOWN OF LEDYARD**, an easement over and across the hereinafter described property for purposes of installing, utilizing, maintaining, repairing and replacing a stormwater drainage system and appurtenant facilities together with the further right to discharge and flow water collected in and discharged from said drainage system over and across other land of Avery Brook Homes, LLC in the natural drainage pattern as the same exists as of the date of this conveyance.

The drainage easement granted herein is located on the easterly side of Avery Court and the northerly side of Stoddards Wharf Road A.K.A. Connecticut Route 214 in the Town of Ledyard, County of New London and State of Connecticut and shown and designated as "Drainage Easement In Favor Of The Town Of Ledyard (Crosshatched Area)" on a certain map or plan entitled "Plan Showing Resubdivision Property of Avery Brook Homes LLC 96, 98 & 100 Stoddards Wharf Road A.K.A. Connecticut Route 214 Ledyard, Connecticut Scale: 1" = 40' March 2024 Sheet 2 of 8 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" which drainage easement area is more particularly bounded and described as follows:

Beginning at a rebar or drill hole to be set in the face of a stone wall in the northerly line of Stoddards Wharf Road A.K.A. Connecticut Route 214 at the southeasterly corner of Lot 2 as shown on the above referenced plan and on the dividing line between said Lot 2 and other land now or formerly of Avery Brook Homes LLC as shown on the above referenced plan; thence running North 84°40'49" West for a distance of 60.86 feet, in part along the face of a stone wall, to a rebar or drill hole to be set; thence running North 82°33'04" West for a distance of 61.56 feet to a monument or drill hole to be set, the last two (2) courses being bounded southerly by Stoddards Wharf Road A.K.A. Connecticut Route 214; thence running along the arc of a curve to the right with a radius of 25.00 feet, a central angle of 87°19'03" for a distance of 38.10 feet bounded southwesterly by the intersection of Stoddards Wharf Road A.K.A. Connecticut Route 214 with Avery Court to a monument to be set; thence running North 04°45'59" East for a distance of 10.00 feet bounded northwesterly by Avery Court to a point; thence running North 84°39'25" East for a distance of 151.03 feet to a point; thence running South 06°58'15" West for a distance of 65.00 feet bounded easterly by other land now or formerly of Avery Brook Homes LLC as shown on the above referenced plan to the rebar or drill hole to be set at the point and place of beginning of said drainage easement area.

Said drainage easement is granted together with the right to flow collected and discharged stormwater from structures constructed within said drainage easement area over remaining lands of the Grantor in the natural drainage pattern as the same exists as of the date of this conveyance.

TO HAVE AND TO HOLD the hereinbefore granted drainage easement and rights to drain to the said Town of Ledyard, its successors and assigns forever.

The Grantor herein reserves the right to itself, its successors and assigns, to continue to use the land which is encumbered by the hereinbefore granted easement for any uses and purposes which do not interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purpose for which this easement is granted; subject, however, to the condition that the erecting of buildings, walls, fences and other structures, the planting or growing of trees or shrubs shall be prohibited unless written permission is first obtained from the Grantee, which permission may be withheld by the Grantee in its absolute discretion.

IN WITNESS WHEREOF, Avery Brook Homes, LLC, acting herein by Peter C. Gardner, its Manager, has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

AVERY BROOK HOMES, LLC

_____

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

_____

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 the Manager 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 Manager aforesaid and the free act and deed of Avery Brook Homes, LLC.

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

_____
Commissioner of the Superior Court/ Notary Public
My Commission Expires: _____