

## **DRAINAGE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, having an address at \_\_\_\_\_, Coventry, Connecticut (“Grantor”), in consideration of the sum of ONE DOLLAR (1.00) and other valuable consideration to him paid by the TOWN OF COVENTRY, a municipal corporation organized under the laws of the State of Connecticut (“Grantee”), receipt of which is hereby acknowledged, does give, release and convey to Grantee, its successors and assigns forever, with WARRANTY COVENANTS a perpetual easement over, under and through the strip of land described in Exhibit A (the “Easement Area”), attached hereto and made a part hereof, for the purposes of laying, constructing, using, replacing and maintaining a water drainage system, including appurtenances thereto (the “Facilities”) in any part of said Easement Area), operate and use pipes and ditches and all appurtenances used and adapted for such pipes and ditches for the purpose of receiving, transmitting, and discharging surface and subsurface drainage waters under and through the Easement Area, and to care for said Facilities, together with the right of access to said Facilities over said Easement Area for said purposes, and together with the right to grade and slope said Easement Area and to discharge surface waters and runoff into said Easement Area from Grantee’s roadway system and to allow such waters and drainage to flow therefrom onto other land of Grantor in such course as the waters and runoff may follow.

This Easement is executed and delivered and is granted upon the following conditions to wit:

1. Grantor, for himself and his heirs, assigns and successors hereby releases Grantee, its agents, employees, assigns and successors from any and all liability for damage to Grantor’s remaining lands resulting from this conveyance and the construction and maintenance of said Facilities, except damage which results from unlawful or negligent construction or maintenance by Grantee.
2. Grantor reserves the right, for himself and his heirs, successors and assigns, to use the land within the Easement Area for any use and purpose, provided such uses and purposes shall not in any way impair or interfere with Grantee’s use and maintenance of the Easement Area or the Facilities. Grantor, for himself and his heirs, successors and assigns, as the case may be, covenant and agree that no structures or other improvements shall be erected or installed within the limits of the Easement Area, and that there shall be no filling, flooding, grading or excavating within said Easement Area.
3. Grantee by acceptance hereof covenants for itself and its successors and assigns that following excavation, construction, repairs, maintenance or other work by Grantee on or in said Easement Area, Grantee will promptly backfill any trench or excavation; remove all debris, surplus material and construction equipment, and restore and leave the Easement Area in a neat and presentable condition as closely resembling its original condition existing before such work as is reasonably possible. Notwithstanding



**EXHIBIT A**

A certain piece or parcel of land as shown on a map entitled \_\_\_\_\_, which map is on file or to be filed in the Coventry Town Records and being more particularly bounded and described as follows: