

TEMPLATE FOR PERMANENT AND
TEMPORARY CONSTRUCTION EASEMENT FOR SEWERS

TOWN OF GLASTONBURY
GLASTONBURY, CONNECTICUT

SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That I (We),

of the Town of Glastonbury, County of Hartford, and State of Connecticut (hereinafter referred to as the "Grantor(s)"), for the consideration of _____ and other valuable considerations received to the full satisfaction of the TOWN OF GLASTONBURY, a municipal corporation organized and existing under the laws of the State of Connecticut, and having its territorial limits within the State of Connecticut (hereinafter referred to as the "Grantee"), do hereby give, grant, bargain, sell, and confirm unto the said TOWN OF GLASTONBURY, its successors and assigns forever, an easement for the purposes set forth below (hereinafter referred to as the "Permanent Easement"), in, through, on, and over a certain piece or parcel of land situated in the Town of Glastonbury, County of Hartford, State of Connecticut, and being _____ in width and running from land now or formerly of _____ to land now or formerly of _____ all as shown on a map entitled,

which map is on file in the Glastonbury Town Clerk's Office and to which reference may be had for a more particular description thereof. Said easement is more particularly bounded and described as follows:

Within said Permanent Easement, the Grantee shall have the right to construct, maintain, inspect, protect, use, operate, alter, modify, repair, reconstruct and replace a sanitary sewer and any and all appurtenances thereto or modifications thereof (collectively hereinafter referred to as the "Sewer") including, but not by way of limitation, manholes, siphons, embankments, and sewage tanks and valves, and to enter in and upon said parcel, to excavate, fill, operate equipment, install material, pass and repass over said parcel for any and all of said purposes, whether or not said purposes or functions are required to be performed within said parcel or adjoining parcels, and to perform any other activities incidental to the foregoing purposes or functions.

The Grantor(s) reserve(s) the right at any time on or before _____ to remove any and all structures and to remove trees, shrubs, plants and bushes, within said Permanent Easement or

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within the easement for construction purposes (hereinafter referred to as the "Construction Easement"). After above-said date, the Grantee shall have the right, both within said Permanent and Construction Easements, to remove any and all structures, to cut and remove any trees, shrubs, plants and bushes, to alter any existing water course and inland-wetlands in accordance with Glastonbury's Inland-Wetland and Water Courses Regulations, and to perform any other work necessary for the construction, maintenance, inspection, protection, use, operation, alteration, modification, repair, reconstruction or replacement of said Sewer.

The Grantor(s) shall not erect or allow to be erected, any building or structures on, plant or allow to be planted any trees or large bushes on, place or store any material on, grade, excavate, fill or flood on, or perform or fail to perform any activity with respect to said Permanent Easement which may endanger or interfere with the performance of any of the rights or functions granted under said Permanent Easement, unless written permission is given by the Grantee.

The Grantor(s) does (do) also grant to the Grantee the right to use, during the original construction of said Sewer until such time as said Sewer is accepted by the Town of Glastonbury, an additional strip or strips of land, referred to as the Construction Easement. Said strip or strips being a total of _____ in width, and said strip or strips taken together with said Permanent Easement area, being in all

_____ in width and running
from land now or formerly of _____
to land now or formerly of _____

all as more particularly shown on a map entitled,

which map is one file in the Glastonbury Town Clerk's Office and to which reference may be had for a more particular description thereof.

Within said Construction Easement, in addition to the rights and privileges set forth above, the Grantee shall have the right to pass and repass with men and equipment, to operate equipment and install material incidental to the construction of said Sewer, to excavate and fill, and to perform any other activities incidental to the construction of said Sewer and its appurtenances until such time as said Sewer is accepted by the Town of Glastonbury.

The Grantee covenants and agrees with the Grantor(s) that it will, subsequent to any present or future construction, maintenance, inspection, protection, use, operation, alteration, modification, repair or replacement of said Sewer, restore the land or property, exclusive of any structures, trees, shrubs, plants and bushes, of the Grantor(s) herein, to substantially the same condition as existed prior to the commencement of any such activities commensurate, however, with the rights herein conveyed to the Grantee.

This Agreement shall not be modified unless agreed to by the parties in writing.

