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736 Norwich-New London Turnpike
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DECLARATION OF DRAINAGE EASEMENT AND RIGHTS TO DRAIN

LOTS 5, 6 AND 7 BLACK ASH ESTATES RESUBDIVISION

This Declaration of Drainage Easement and Rights to Drain (this “Declaration”) is made this ___ day of _____, 2024 by **PACHAUG CAPITAL LLC**, a Connecticut limited liability company with an office and place of business at 7 Kelci Circle, in the Town of Griswold, County of New London and State of Connecticut (hereinafter, the “Declarant”).

WITNESSETH

WHEREAS, the Declarant is the owner of three (3) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as Lots 5, 6 and 7 on a certain map or plan entitled “Title: Record Resubdivision Map Land Now Or Formerly Of Pachaug Capital LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: August 22, 2023 Rev. No. 1 05/28/24 Town Review Comments By KJR Scale: 1” = 100’ Sheet: 3 of 12 Dwg. No.: 3 Bennett & Smilas Associates, Inc. 415 Killingworth Road, P.O. Box 241 Higganum, Connecticut 06441 Phone (860) 345-4553 Fax (860) 345-3858” (hereinafter referred to as the “Plan”); and

WHEREAS, the installation of the driveway providing access and utilities to Lot 5 as depicted on the Plan requires the installation of a cross-culvert for stormwater drainage purposes, portions of which cross culvert, together with inlet and outlet protection are required to be installed on portions of Lots 6 and 7 as depicted on the Plan; and

WHEREAS, the resubdivision of the Black Ash Estates Resubdivision contemplates that Lots 6 and 7 will each grant a drainage easement to and in favor of Lot 5 as depicted on the Plan for purposes of the installation, use, maintenance, repair and replacement of said drainage facilities; and

WHEREAS, the resubdivision of the Black Ash Estates Resubdivision contemplates that Lot 7 as depicted on the Plan will grant and convey general rights to drain stormwater over and across Lot 7 in the natural drainage pattern as the same exists as of the date of this Declaration; and

WHEREAS, the Declarant desires to establish an easement regime to legally support the installation of said stormwater drainage facilities, the use, maintenance, repair and replacement thereof and the rights to drain hereinafter declared; and

WHEREAS, the Declarant desires to allocate the responsibility by and among the owners of Lots 5, 6 and 7 for the maintenance, repair and replacement of the stormwater drainage facilities installed within the limits of and pursuant to the easements and rights granted in this instrument;

NOW, THEREFORE, in consideration of the recitals hereinbefore set forth, and the mutual covenants contained herein, the said Declarant does hereby declare as follows:

1. An easement is hereby granted, bargained, sold and conveyed to the owner of Lot 5 as depicted on the Plan, their heirs and assigns, over and across a portion of Lot 6 as depicted on the Plan for purposes of installing, utilizing, maintaining, repairing and replacing stormwater drainage facilities, which easement area is more particularly bounded and described as follows:

Beginning at an iron pin/pipe to be set at the northeasterly corner of Lot 6 as depicted on the Plan and on the dividing line between said Lot 6 and Lot 5 as depicted on the Plan; thence running North 82°16'17" West for a distance of 25 feet, more or less, along the division line between Lots 5 and 6 as depicted on the Plan to a point; thence running South 07°43'43" West for a distance of 25 feet, more or less, to a point; thence running South 82°16'17" East for a distance of 25 feet, more or less, to a point on the division line between Lots 5 and 6 as depicted on the Plan; thence running North 07°43'43" East for a distance of 25 feet, more or less, along the division line between Lots 5 and 6 as depicted on the Plan to the iron pipe/pin to be set at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the hereinbefore granted drainage easement to the owner of Lot 5 as depicted on the Plan, their heirs and assigns.

2. A drainage easement for purposes of installing, utilizing, maintaining, repairing and replacing stormwater drainage structures is hereby granted, bargained, sold and conveyed by the owner of Lot 7 as depicted on the Plan to the owner of Lot 5 as depicted on the Plan, their heirs and assigns, over and across a portion of Lot 7 as depicted on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at a point on the division line between Lots 5 and 7 as shown on the Plan, which point of beginning of said easement area is located South 07°43'43" West a distance of 15 feet, more or less, from an iron pipe/pin to be set at the northwesterly corner of said Lot 7; from said point of beginning thence running South 82°16'17" East for a distance of 25 feet, more or less, to a point; thence running South 07°43'43" West for a distance of 25 feet, more or less, to a point; thence running North 82°16'17" West for a distance of 25 feet, more or less, to a point on the division line between Lots 5 and 7 as depicted on the Plan; thence running North 07°43'43" East for a distance of 25 feet, more or less, along the division line between Lots 5 and 7 as depicted on the Plan to the point and place of beginning of said drainage easement area.

Said drainage easement is further conveyed together with the right to drain stormwater collected and discharged from structures installed and maintained within the limits of the hereinbefore granted drainage easement area over and across Lot 7 as depicted on the Plan 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 to the owner of Lot 5 as depicted on the Plan, their heirs and assigns.

3. The Declarant shall be responsible for the cost of construction of the drainage improvements contemplated for installation within the limits of the hereinbefore granted

drainage easements. The drainage improvements shall be constructed to the specifications delineated on a plan entitled "Site Development Plan & Black Ash Estates Resubdivision Prepared For Pachaug Capital, LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: 8-22-23 Rev. 5/28/24 Town Comments Scale: 1" = 40' Sheet 5 of 12 Map No. 23-024-1T Wentworth Civil Engineers LLC 177 West Town St. Lebanon, CT 06249 Tel. (860) 642-7255 Fax (860) 642-4794 Web: wentworthcivil.com".

4. The deed of conveyance of each of Lots 5, 6 and 7 shall be made together with and subject to the rights of way and rights to drain herein set forth by reference to this Declaration, and such reference shall be deemed to incorporate the rights and obligations set forth herein into each such deed of conveyance.
5. The owner of Lot 5 as depicted on the Plan shall be solely responsible for the maintenance and upkeep of the drainage improvements constructed within the limits of the drainage easements granted in this Declaration. Upkeep and maintenance shall include, but is not limited to, periodic removal of accumulated leaf litter, brush and detritus at the inlet and outlet of said drainage structures, cleaning of the rip rap inlet and outlet protection and repair of any scour occurring at the outlet of the drainage improvements.
6. This Declaration creates real, but private, covenants which are intended to run with the title to Lots 5, 6 and 7 as depicted on the Plan. The resubdivision of Black Ash Estates was approved by the Town of Montville Planning and Zoning Commission with the intent and understanding that all rights in and to the drainage improvements authorized hereunder shall remain private at all times; and that the Town of Montville shall not be required to maintain, repair or replace any such drainage improvements.
7. This Declaration may be modified or changed by an agreement in writing among the owners of Lots 5, 6 and 7 as depicted on the Plan, duly executed and recorded in the Montville Land Records; provided, however, that no such amendment shall be filed to modify or amend the covenants and agreements of the Declarant memorialized in Paragraph 6 of this Declaration.

IN WITNESS WHEREOF, Pachaug Capital LLC, acting herein by Zachary Wood, its Member, has hereunto set its hand and seal effective as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

PACHAUG CAPITAL LLC, a Connecticut
limited liability company

By: _____ (L.S.)
Zachary Wood, its Member, duly authorized

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

On this, the ____ day of _____, 2024, before me, the undersigned officer, personally appeared Zachary Wood, who acknowledged himself to be the Member of Pachaug Capital LLC, a limited liability company, hereunto duly authorized, signer and sealer of the foregoing instrument and acknowledged the execution of the same to be his free act and deed as Member aforesaid, and the free act and deed of Pachaug Capital LLC.

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

Harry B. Heller
Commissioner of the Superior Court