**After recording, return to:**

Town of Avon

Town Hall- Engineering Department

60 West Main Street, Building 7, 2nd Floor

Avon, Connecticut 06001

Attn: Town Engineer

**SANITARY SEWER EASEMENT**

KNOW ALL MEN BY THESE PRESENTS that:

\_\_\_\_\_\_***property owner***\_\_\_\_\_\_\_\_\_\_\_of the Town of Avon, County of Hartford, and State of Connecticut (the “Grantor”), for the consideration of One ($1.00) Dollar and other valuable consideration received to our full satisfaction of the TOWN OF AVON, a municipal corporation situated in the County of Hartford and State of Connecticut (the “Grantee”), does give, grant, bargain, sell and confirm unto the said Grantee, its successors and assigns forever the perpetual and permanent right, privilege, easement and authority (the “Easement”) to lay, install, construct, alter, repair, replace, operate, use, remove, rebuild and maintain a permanent sanitary sewer line or main and appurtenances thereto, through, under, over and across the Easement Area (as defined below) and the non-exclusive right to enter the Easement Parcel (as defined below) for the purpose of installing, inspecting, maintaining, replacing, relocating, rebuilding and/or removing the same.

Together with the right to flow sewerage through said sewer line or main; and

Together with the right of reasonable access over and across the adjacent land of the Grantor to said Easement and right-of-way for the aforesaid purposes; and

Together with the right to keep the Easement Area free of all trees, bushes and other obstruction and to perform all work necessary for such purposes. The Grantee shall have the right within the Easement Area to cut trees and bushes and to alter any existing watercourse or perform other work necessary or convenient for the construction, maintenance, inspection, use, operation, repair, replacement or protection of said sanitary sewer and any appurtenances. Upon any disturbance by the Grantee of the Easement Parcel, the Grantee shall repair and restore the disturbed area to its prior condition, or as close thereto as reasonably possible.

The Easement shall be located on that certain piece or parcel of land located at \_\_\_***address***\_\_\_\_\_\_\_\_\_\_and situated in the Town of Avon, County of Hartford and State of Connecticut (the “Easement Parcel”), said Easement Parcel being shown and designated as “PROPOSED SANITARY SEWER EASEMENT” on a certain map entitled “\_\_\_***full map title information; original date; scale; revised to date***  .” **(**the “Easement Plan”), which Easement Plan is or will be filed simultaneously herewith in Town Clerk’s office in said Town of Avon. The location of the Easement on the Easement Parcel as shown as the Easement Plan shall be referred to herein as the “Easement Area”. A copy of the Easement Plan is attached hereto as ***Exhibit A*** and incorporated herein by this reference.

The Grantor for its heirs, successors and assigns covenant and agree that no buildings, structures or other improvements or obstructions shall be erected or hereafter located upon or within the bounds of the Easement Area and no trees or shrubs shall be planted within the Easement Area which may endanger or interfere with said sanitary sewer in Grantee’s sole discretion.

The Grantor reserves to the heirs, successors and assigns of the Grantor, as the case may be, the right to use the Easement Parcel and the lands of the Grantor adjacent to the Easement Area for any use and purpose which does not in any way interfere with the use of the Easement Area by the Grantee, its successors and assigns, in the exercise of the easement rights herein granted.

By acceptance of this grant, the Grantee covenants and agrees to loam and seed the Easement Area that are disturbed by the exercise of the rights herein granted.

This Easement and the rights and interests granted herein run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

To have and to hold the above-granted right, privilege and authority unto the said Grantee and its successors and assigns forever, to its and their own proper use and behoof.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]***

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the day and year first above written.

Witnessed by: GRANTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_***signature here\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

 ***Printed property owner name***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE OF CONNECTICUT :

 : ss. \_\_\_\_\_\_\_\_\_\_\_\_\_, 20XX

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ :

 Personally appeared\_\_\_\_***property owner\_\_\_\_***, signer and sealer of the foregoing instrument, and acknowledged the same to be her free act and deed, before me.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Commissioner of the Superior Court

 Notary Public

 My Commission Expires:

**EXHIBIT A**

EASEMENT PLAN

[See Attached]