

Return to:

Town of Woodstock  
Attention: First Selectman

**DRAINAGE EASEMENT AND RIGHT TO DRAIN**

**KNOW ALL MEN BY THESE PRESENTS** that **PAINE DISTRICT ESTATES ASSOCIATION, INC.**, a Connecticut nonstock corporation with an address of \_\_\_\_\_, Woodstock, Connecticut (hereinafter, “Grantor”), for and in consideration of One Dollar and other good and valuable consideration to it in hand paid by **THE TOWN OF WOODSTOCK**, a municipal corporation located in the County of Windham and State of Connecticut (hereinafter referred to as “Grantee”) at or before the ensealing of and delivery of these presents, the receipt of which is hereby acknowledged, does hereby give and grant unto the Grantee, its successors and assigns forever, with warranty covenants, a full and perpetual drainage easement and right to drain storm water under, over and across the Grantor’s property, as more particularly described below:

A certain drainage easement and rights to drain located on the southerly side of Paine Road in the Town of Woodstock, County of Windham and State of Connecticut, which easement is shown as “Proposed Drainage Easement Area = 7199 +/- S.F.” on a plan entitled “Drainage Easement Map Depicting Area to be Granted to the Town of Woodstock Across the Properties of Paine District Estates Association, Inc. and Stacy E. Petro – Lot 4-7 and Lot 4-4 Paine Road - Woodstock, CT” prepared by J & D Civil Engineers, LLC, 401 Ravenelle Road, N. Grosvenordale, CT 06255 - Job No. 21170 - Date: April 3, 2024 - Scale 1” = 10’ – Sheet 1 of 1” which map is on file or to be filed herewith in the Woodstock Land Records, which area is hereinafter referred to as the “Easement Area.”


AND THE GRANTOR FURTHER GRANTS unto the Grantee, its successors and assigns forever, a full and perpetual right and privilege (1) to discharge and drain stormwater and surface water within and across the Easement Area; (2) to pass and repass over other land of the Grantor to access the Easement Area; (3) to do all things within the Easement Area necessary or ancillary to any right or privilege created herein, including, but not limited to, the construction, repair, inspection or replacement of any apparatus, structure or improvement for the discharge and

drainage of stormwater and surface water within the area described herein; (4) to maintain and operate a stormwater and surface water management system, including plunge pools, pipes, basins, ditches, swales and the like; and (5) the right to grade, within the area described herein.

THE GRANTOR HEREIN RESERVES the right to himself, his heirs, successors and assigns, to continue to use the land within which the aforesaid easement has been granted for any use and purpose which does not directly or indirectly interfere with the use thereof by the Grantee, its successors and assigns, in fulfilling the purpose for which this easement is granted.


GRANTEE agrees for itself, its successors and assigns, to restore the Premises to as near its present condition at any time that it is necessary to disturb the surface thereof in connection with the surfacing, repairing or replacing said drainage pipes, culverts and other appurtenances thereto, except that the Grantee shall be under no obligation to replace trees, shrubs, planting materials or personal property or structures placed within the Premises.

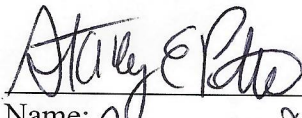
TO HAVE AND TO HOLD the Premises for the purpose aforesaid unto the Town of Woodstock, its successors and assigns forever.


IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 30  
April   
day of ~~May~~, 2024.

Signed, sealed and delivered  
in the presence of:

PAINE DISTRICT ESTATES  
ASSOCIATION, INC.

  
\_\_\_\_\_  
Witness Chandler L. Paquette

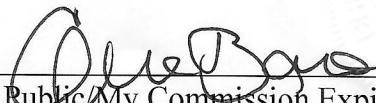
  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Property Owner

  
\_\_\_\_\_  
Witness Karen Fitzpatrick

STATE OF CONNECTICUT )  
 )  
COUNTY OF WINDHAM )

ss: Woodstock

On this the 30 day of <sup>April</sup> ~~May~~, 2024, before me personally appeared Stacy Petro, the owner of Paine District Estates Association, Inc., signer and sealer of the foregoing Instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said corporation, before me.

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

**CHRISTINE BARROSO**  
Notary Public, State of Connecticut  
My Commission Expires 06/30/2028