

Appendix H

Stormwater Maintenance Declaration and Easement

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Stormwater Management Practices Maintenance Declaration

THIS DECLARATION is made this date, _____, 20____, by and between the Town of Greenwich, a municipal corporation with principal offices located at 101 Field Point Road, Greenwich, CT 06830 and

[Owner(s) Name]

[Address]

hereinafter referred to as “Owner(s)” of the “Property” as more fully described in a deed recorded in Book _____ at Page _____ of the Greenwich Land Records. In accordance with the Town of Greenwich Drainage Manual as Amended, the “Owner(s)” agree to install and maintain stormwater management practice(s) on the subject Property in accordance with approved plans and conditions. The Owner further agrees to the terms stated in this document to ensure that the stormwater management practice(s) continues serving the intended function in perpetuity. This Declaration includes the following exhibits located in the project files of one or all of the following Town of Greenwich Departments:

- Building Division – Permit # _____
- Inland Wetlands and Watercourses Agency – Application # _____
- Planning and Zoning – Application # _____

Exhibit A: Long-term Maintenance Plan that prescribes those activities that must be carried out to maintain compliance with this Declaration. Approved Maintenance Plan dated _____.

Exhibit B: Improvement Location Survey depicting “As-Built” conditions and showing an accurate location of each stormwater management practice affected by this Declaration. Approved Improvement Location Survey dated _____.

Note: After construction has been verified and accepted by the Town of Greenwich for the stormwater management practices, this declaration shall be recorded by the Owner on the Greenwich Land Records and copies of the recorded document shall be submitted to all of the following Town of Greenwich Departments involved in the approval:

- Building Division
- Inland Wetlands and Watercourses Agency
- Planning and Zoning

Through this Declaration, the Owner(s) hereby subjects the Property to the following covenants, conditions, and restrictions:

1. The Owner(s), at its expense, shall secure from any affected owners of land all easements and releases of rights-of-way necessary for utilization of the stormwater practices identified in Exhibit B and shall record them with the Town Clerk. These easements and releases of rights-of-way shall

not be altered, amended, vacated, released or abandoned without prior written approval of the Town of Greenwich.

2. The Owner(s) shall be solely responsible for the installation, maintenance and repair of the stormwater management practices, drainage easements and associated landscaping identified in Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit A).
3. No alterations or changes to the stormwater management practice(s) identified in Exhibit B shall be permitted unless they are deemed to comply with this Declaration and are approved in writing by the Town of Greenwich.
4. The Owner(s) shall retain the services of a qualified inspector (as described in Exhibit A) to operate and ensure the maintenance of the stormwater management practice(s) identified in Exhibit B in accordance with the Operation and Maintenance Plan (Exhibit A).
5. The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily available for inspection at all times. Inspection Documentation must be maintained as frequently as required in Exhibit A.
6. The Town of Greenwich or its designee is authorized to access the property as necessary to conduct inspections of the stormwater management practices or drainage easements to ascertain compliance with the intent of this Declaration and the activities prescribed in Exhibit A. Upon written notification by the Town of Greenwich or their designee of required maintenance or repairs, the Owner(s) shall complete the specified maintenance or repairs within a reasonable time frame determined by the Town of Greenwich. The Owner(s) shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety, general welfare or the environment shall not be endangered.
7. If the Owner(s) does not keep the stormwater management practice(s) in reasonable order and condition, or complete maintenance activities in accordance with the Operation and Maintenance Plan contained in Exhibit A, or the required maintenance or repairs under 6 above within the specified time frames, the Town of Greenwich is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the practice(s) and prevent the practice(s) from becoming a threat to public health, safety, general welfare or the environment. In the case of an emergency, as determined by the Town of Greenwich, no notice shall be required prior to the Town of Greenwich performing emergency maintenance or repairs. The Town of Greenwich may levy the costs and expenses of such inspections, maintenance, repairs and appropriate fees against the Owner(s). The Town of Greenwich at the time of entering upon said stormwater management practice for the purpose of maintenance or repair may file a notice of lien upon the property affected by the lien. If said costs and expenses are not paid by the Owner(s), the Town of Greenwich may pursue the collection of same through appropriate court actions.
8. The Owner(s) hereby conveys to the Town of Greenwich an easement over, on and in the Property for the purpose of access to the stormwater management practice(s) for the inspection, maintenance and repair thereof, should the Owner(s) fail to properly inspect, maintain and repair the practice(s). The Town of Greenwich's execution of any repair or maintenance does not alter the Owner(s) responsibility to maintain in future.

9. The Owner(s) agrees that this Declaration shall be recorded and that the land described in a deed recorded in Book _____ at Page _____ of the Greenwich Land Records shall be subject to the covenants and obligations contained herein, and this Declaration shall bind all current and future owners of the property.
10. The Owner(s) agrees in the event that the Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the stormwater management practice(s). The information shall accompany the first deed transfer and include Exhibits A and B and this Declaration. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Property.
11. The Owner(s) agree that the rights, obligations and responsibilities hereunder shall commence upon execution of the Declaration.
12. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this declaration and bind the respective parties hereto.
13. The Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Town of Greenwich harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the storm drainage system referred to in the permit as Exhibit "A" hereto, appurtenances, connections and attachments thereto which are the subject of this Declaration. The Proprietor, its agents, representatives, successors and assigns shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents; servants, or employees, in connection with such Claims or the enforcement of this Declaration.

IN WITNESS WHEREOF, the "Owner(s)" have executed this Declaration on this _____ day of _____, 20_____.

By: _____
[Owner(s)]

By: _____
[Owner(s)]

STATE OF CONNECTICUT)
) ss: Greenwich
COUNTY OF FAIRFIELD)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20 _____, by _____, the
[Owner(s)]

"Owner(s)" of _____.
[Address]

Notary Public

My Commission Expires On:

WHEN RECORDED RETURN COPY TO:
[All of the following departments involved in approval:
Building Division, Inland Wetlands & Watercourses Agency, and Planning & Zoning]

Exhibit A
Operations and Maintenance Plan
(Property Address)
(Date)

Scope:

The purpose of the Operations and Maintenance Plan is to ensure that the existing and proposed stormwater components installed at *(Property Address)* are maintained in operational condition throughout the life of the project. The service procedures associated with this plan shall be performed as required by the parties legally responsible for their maintenance.

Recommended Frequency of Service:

As further defined below, all stormwater components should be checked on a periodic basis and kept in full working order. Ultimately, the required frequency of inspection and service will depend on runoff quantities, pollutant loading, and clogging due to debris. At a minimum, we recommend that all stormwater components be inspected and serviced twice per year, once before winter begins and once during spring cleanup.

Qualified Inspector:

The inspections must be completed by an individual experienced in the construction and maintenance of stormwater drainage systems. Once every five years the inspections must be completed by a professional engineer.

Service Procedures:

1. Catch Basins & Drainage Inlets:

- a. Catch basins and drainage inlets shall be completely cleaned of accumulated debris and sediments at the completion of construction.
- b. For the first year, catch basins and drainage inlets shall be inspected on a quarterly basis.
- c. Any accumulated debris within the catch basins/inlets shall be removed and any repairs as required.
- d. From the second year onward, visual inspections shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
- e. Accumulated debris within the catch basins/inlets shall be removed and repairs made as required.
- f. Accumulated sediments shall be removed at which time they are within 12 inches of the invert of the outlet pipe.
- g. Any additional maintenance required per the manufacturer's specifications shall also be completed.

2. Storm Drainage Piping and Manholes/Junction Boxes:

- a. All storm drainage piping shall be completely flushed of debris and accumulated sediment at the completion of construction.
- b. Manholes/Junction Boxes shall be inspected and repaired on an annual basis.

- c. Unless system performance indicates degradation of piping, comprehensive video inspection of storm drainage piping shall occur once every ten years.
- d. Any additional maintenance required per the manufacturer's specifications shall also be completed.

3. Stormwater Control Structures:

- a. All control structures (orifice, weir, etc.) shall be completely cleaned of accumulated debris and sediments at the completion of construction. Any repairs shall be performed.
- b. For the first year, control structures (orifice, weir, etc.) shall be inspected on a quarterly basis.
- c. Any accumulated debris shall be removed and any repairs made to the control structures (orifice, weir, etc.) as required.
- d. From the second year onward, visual inspections shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
- e. Accumulated debris shall be removed and repairs made as required.
- f. Any additional maintenance required per the manufacturer's specifications shall also be completed.

4. Hydrodynamic Separator:

- a. Hydrodynamic Separator shall be completely cleaned of accumulated debris and sediments at the completion of construction.
- b. For the first year, the hydrodynamic separator shall be inspected on a quarterly basis.
- c. Any accumulated debris within the hydrodynamic separator shall be removed and any repairs made to the unit as required.
- d. From the second year onward, visual inspection shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
- e. Accumulated debris within the unit shall be removed and repairs made as required.
- f. Accumulated sediments shall be removed at which time they are within 12 inches of the invert of the outlet pipe.
- g. All inlets, outlets and components of the unit shall be inspected and cleared of debris. Any repairs shall be performed.
- h. Any additional maintenance required per the manufacturer's specifications shall also be completed.

5. Drainage Outfalls/Splash Pads/Scour Holes/Level Spreaders:

- a. All outfalls shall be completely cleaned of accumulated debris and sediments at the completion of construction. Any repairs to outlet protection material (rip rap) shall be performed.
- b. For the first year, outfalls shall be inspected on a quarterly basis.
- c. Any accumulated debris shall be removed and any repairs made to the outfalls as required.
- d. From the second year onward, visual inspections shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
- e. Accumulated debris shall be removed and repairs made as required.
- f. Any erosion shall be promptly repaired and the cause of the erosion shall be identified and corrected.
- g. Any additional maintenance required per the manufacturer's specifications shall also be completed.

6. Bioretention/Biofiltration Basins and Rain Gardens:

- a. Bioretention/Biofiltration basins and rain gardens shall be cleaned of debris and sediments upon the completion of construction. Any filter media (bioretention soil) impacted by the construction activities shall be removed and replaced at this time.
- b. The filter media (bioretention soil) shall be visually inspected on a monthly basis for the first 6 months. Any erosion or displacement of the filter media (bioretention soil) shall be promptly repaired and the cause of the problem shall be identified and corrected. Monthly inspections shall continue until successful operation of the system is confirmed.
- c. Bioretention/Biofiltration areas and rain gardens with grass shall not be mowed more than twice during the growing season, preferably only in late October. More frequent mowing will eliminate native forbs and sedges from the meadow cover.
- d. Bioretention/Biofiltration areas and rain gardens with mulch and plantings shall be inspected during spring cleanup and one just prior to the winter season.
- e. All dead plants and missing mulch shall be replaced and any necessary pruning of vegetation shall be completed.
- f. The surface of these structures shall be inspected on a quarterly basis after the first six months of successful operation and after heavy runoff events (e.g. >3.0" in a 24-hour period). One inspection shall occur immediately following the completion of winter sanding and subsequent sweeping operations, and one shall occur just prior to the winter season. Any accumulated debris and sediments shall be removed.
- g. Check draining time of bioretention/biofiltration areas and rain gardens annually. Check within 72 hours after a minimum one inch rain event. If there is no standing water, infiltration is acceptable. If draining time is excessive, quantitatively determine infiltration rate. Use a double ring infiltrometer or monitor drop in water level after a significant storm. If infiltration rate <0.5 in. /hour, remedial action shall be taken.
- h. A soil-core investigation may be used to identify the clogged portion of stormwater facility and depth of clogging. Remedial measures may include removal of clogged soil layer and replacement with suitable media, aeration, and mixing upper strata with lower soil strata. After corrective measures have been implemented, infiltration rate and draining time shall be retested.

7. Drywells and Infiltration Systems:

- a. All drywells/infiltrators shall be completely cleaned of accumulated debris and sediments upon the completion of construction.
- b. For the first year, the drywells/infiltrators shall be inspected on a quarterly basis.
- c. Any accumulated debris within the drywells/infiltrators shall be removed and any repairs made to the units as required.
- d. From the second year onward, visual inspection shall occur twice per year, once in the spring and once in the fall, after fall cleanup of leaves has occurred.
- e. Accumulated debris within the units shall be removed and repairs made as required.
- f. Any additional maintenance required per the manufacturer's specifications shall also be completed.

8. Porous Pavement (Pervious Concrete, Porous Asphalt, Permeable Interlocking Concrete Pavers, Flexi pave, Etc.):

- a. Changing the porous pavement surface to an impervious surface requires the review and approval of the Town of Greenwich DPW Engineering Division.
- b. Clean and vacuum (Regenerative Air Vacuum for Permeable Interlocking Concrete Pavers) the porous pavement upon the completion of construction.

- c. Check for standing water on the surface of the pavement after a precipitation event. If standing water remains within 30 minutes after rainfall had ended, cleaning of porous pavement is recommended.
- d. Vacuum sweeper shall be used regularly to remove sediment and organic debris on the pavement surface. The sweeper may be fitted with water jets.
- e. Pavement vacuuming should occur during spring cleanup following the last snow event to remove accumulated debris, at a minimum.
- f. Pavement vacuuming should occur during fall cleanup to remove dead leaves, at a minimum.
- g. Power washing can be an effective tool for cleaning clogged areas. See manufacturer's specifications.
- h. Check for debris accumulating on pavement, especially debris buildup in winter. For loose debris, a power/leaf blower or gutter broom can be used to remove leaves and trash.
- i. In the event that the porous surface becomes clogged an engineer must be retained to determine how to restore the porous surface to its original condition.
- j. Any additional maintenance required per the manufacturer's specifications shall also be completed.

9. Gravel Pavement (Gravel Driveway with Gravel Pave 2 (Or Approved Equal)):

- a. Changing the gravel pavement surface to an impervious surface requires the review and approval of the Town of Greenwich DPW Engineering Division.
- b. Clean upon the completion of construction.
- c. The gravel pavement shall be graded and additional gravel added as needed during spring and fall cleanup.
- d. Check for standing water on the surface of the gravel pavement after a precipitation event. If standing water remains within 30 minutes after rainfall had ended, repair to the gravel pavement is recommended.
- e. In the event that the gravel pavement surface becomes clogged an engineer must be retained to determine how to restore the gravel pavement surface to its original condition.
- f. Any additional maintenance required per the manufacturer's specifications shall also be completed.

10. Vegetative Roof:

- a. Vegetative roof shall be cleaned of debris and sediments upon the completion of construction. Any filter media impacted by the construction activities shall be removed and replaced at this time.
- b. The roof shall be visually inspected on a bi-weekly basis for the first 6 months. Any erosion or displacement of the filter media shall be promptly repaired and the cause of the problem shall be identified and corrected. During these inspections weeds shall be pulled and removed. Monthly inspections shall continue until successful operation of the system is confirmed.
- c. The surface of these structures shall be inspected on a quarterly basis after the first six months of successful operation and after heavy runoff events (e.g. >3.0" in a 24-hour period). One inspection shall occur immediately following the winter months after snow has melted. Any accumulated debris and sediments shall be removed.
- d. Check draining time of vegetative roof annually. Check within 72 hours after a minimum one inch rain event. If there is no standing water, infiltration is acceptable. If draining time is excessive, quantitatively determine infiltration rate. Use a double ring

infiltrometer or monitor drop in water level after a significant storm. If infiltration rate <0.5 in. /hour, remedial action shall be taken.

- e. Perform a soil test for nutrients and ph every spring and amend the growing media as recommend by the testing agency.
- f. During the spring and summer months bi-weekly weeding shall be performed and weeds shall be removed.
- g. During extreme durations of heat and drought watering may be necessary.
- h. Any additional maintenance required per the manufacturer's specifications shall also be completed.

11. Roof Gutters:

- a. Remove accumulated debris and inspect for damage. Any damage should be repaired as required.

12. Groundwater Pump System:

- a. Pump system shall be inspected for proper operation including all connections and force mains.
- b. The backup generator and electrical system must be inspected for proper operation by an electrician.
- c. Sump of the pump chamber shall be cleared of all debris and silt.
- d. The approved pump model is:
- e. The existing pump can only be replaced with a pump matching the specifications of the existing pump listed above. A change to a different pump must be approved by the Engineering Division.
- f. Any additional maintenance required per the manufacturer's specifications shall also be completed.

13. Stormwater Pump System:

- a. Pump system shall be inspected for proper operation including all connections and force mains.
- b. The backup generator and electrical system must be inspected for proper operation by an electrician.
- c. Sump of the pump chamber shall be cleared of all debris and silt.
- d. The approved pump model is:
- e. The existing pump can only be replaced with a pump matching the specifications of the existing pump listed above. A change to a different pump must be approved by the Engineering Division.
- f. Any additional maintenance required per the manufacturer's specifications shall also be completed.

Disposal of Debris and Sediment:

All debris and sediment removed from the stormwater structures and bioretention/biofiltration basins shall be disposed of legally. There shall be no dumping of silt or debris into or in proximity to any inland or tidal wetlands.

Maintenance Records:

The Owners(s) must maintain all records (logs, invoices, reports, data, etc.) and have them readily available for inspection at all times.

Operations and Maintenance Log (Page 2 of 5)

(Property Address)

(Date)

Hydrodynamic Separators:

- Has accumulated debris been removed? Yes No N/A
- Does unit require additional repair? (identify below): Yes No N/A
- Has unit been cleaned of sediment? Yes No N/A

Notes:

Drainage Outfalls/Splash Pads/Scour Holes/Level Spreaders:

- Have all drainage outlets been cleared of debris? Yes No N/A
- Have all outlet protections been inspected/repared? Yes No N/A
- Have all erosion issues been repaired? Yes No N/A

Notes:

Bioretention/Biofiltration Basins/Rain Gardens:

- Have basins been cleared of debris/sediments? Yes No N/A
- Have draining times of basins been verified? Yes No N/A
- Has vegetation been mowed (twice/year max.)? Yes No N/A
- Has plantings and mulch been replaced (twice/year)? Yes No N/A

Notes:

Operations and Maintenance Log (Page 3 of 5)

(Property Address)

(Date)

Drywells and Infiltration Systems:

- Have units been cleared of debris/sediments? Yes No N/A
- Do units require additional repair? (identify below): Yes No N/A
- Has draining times of system been verified? Yes No N/A

Notes:

Porous Pavement:

- Has pavement been vacuumed? Yes No N/A
- Has draining times been verified? Yes No N/A

Notes:

Gravel Pavement:

- Has pavement been graded and additional gravel added? Yes No N/A
- Has draining times been verified? Yes No N/A

Notes:

Operations and Maintenance Log (Page 4 of 5)

(Property Address)

(Date)

Vegetative Roof:

- Have trays been cleared of debris/sediments? Yes No N/A
- Have draining times of trays been verified? Yes No N/A
- Has vegetation been weeded (bi-weekly) Yes No N/A
- Have roof drains been inspected and cleared of debris Yes No N/A

Notes:

Roof Gutters:

- Has accumulated debris been removed from gutters? Yes No N/A
- Do any gutters require additional repair? (identify below): Yes No N/A

Notes:

Groundwater Pump System:

- Has the electrical connections been inspected? Yes No N/A
- Has the electrical connections for the generator been inspected? Yes No N/A
- Has the generator been exercised? Yes No N/A
- Has the sump been cleaned? (identify below): Yes No N/A

Notes:

Operations and Maintenance Log (Page 5 of 5)

(Property Address)

(Date)

Stormwater Pump System:

- Has the electrical connections been inspected? Yes No N/A
- Has the electrical connections for the generator been inspected? Yes No N/A
- Has the generator been exercised? Yes No N/A
- Has the sump been cleaned? (identify below): Yes No N/A

Notes:

Please make additional notes/observations and particular concerns below. Also record any additional maintenance that has been performed:

Signature of Inspector:

Date:

**GRANT OF ENTRY
TO PERFORM CONSTRUCTION AND MAINTENANCE FOR
STORMWATER DRAINAGE**

KNOW ALL MEN BY THESE PRESENTS, that _____

(“Grantors”), the owners of the premises hereinafter described located at

_____ in Greenwich, Connecticut shown in Schedule A

attached, for the consideration of One and 00/100 Dollar (\$1.00) and other good and valuable

consideration received to their full satisfaction from the TOWN OF GREENWICH

(“Grantee”), a municipality of the State of Connecticut, with principal offices located at Town

Hall, 101 Field Point Road, Greenwich, CT 06830, do hereby grant and release to the said

Grantee and to the said Grantee’s successors and assigns forever, a right of entry to perform

construction and maintenance for stormwater drainage as hereinafter provided:

The perpetual right, privilege and right of entry to the Grantee for stormwater drainage to lay, install , construct and to use, maintain, operate and repair a stormwater drainage line with catch basins, manholes, outlets and other appurtenances thereto to serve and to drain stormwater and stormwater runoff in and within an underground stormwater drainage pipe or line under and through that certain tract, piece or parcel of land of the Grantors situate, lying and being in the Town of Greenwich, County of Fairfield and State of Connecticut shown on the particular map or plan attached hereto as Schedule A entitled

_____ and on file in the office of the Town Clerk of Greenwich as Map No. _____

The parties hereto agree that the grant of entry herein is a reconfiguration of existing drainage through the premises of the Grantors and is for the mutual benefit of the parties and shall therefore be done under the following conditions so that there is no assessment of damages or benefits to the Grantors by Grantee by the exercise of the rights granted herein:

1. Any area disturbed by the Grantee during the laying, installation, and construction; and use, maintenance, and repair of the said storm line shall be restored by the Grantee to a condition reasonably equivalent to that which existed at the time immediately prior to such disturbance. Such corrections are to include restoration of pre-existing grades and repair of any driveway pavement in the area. However, if the removal of trees and other plantings becomes necessary on the Lot in connection with the drainage work, the Town shall not be required to replace such trees and other plantings but instead it shall properly grade and plant the affected area with grass seed. However, if the removal of retaining walls, utilities, and utility structures becomes necessary on the Lot in connection with the drainage work, the Town will repair but at the owners expense.

2. That the Grantors shall have the right, which is hereby reserved to itself, and to its successors and assigns forever, to continue to use the land within which the aforesaid stormwater drainage line has been granted for any landscaping, parking, and driveway purposes which shall not unreasonably interfere with the use thereof by the Grantee, or its successors or assigns, in fulfilling the purposes for which the foregoing grant of entry has been granted. Grantors for themselves, their successors and assigns covenant and agree that they will never construct or maintain any building or other structure (e.g. fence, walls, etc..) on the premises of the Grantee shown on the Map.

3. That in the exercise of the rights granted herein, the Grantee will take all reasonable measures to assure that all equipment and materials will be kept within twenty (20) feet on either side of the centerline of the said stormwater drainage line above described and not upon other land of the Grantors in the vicinity thereof, unless specifically authorized by the Grantors.

4. That during all periods of laying, installation, construction, maintenance and repair for the said underground stormwater drainage line and said appurtenances to be placed in the stormwater drainage line hereinabove described, Grantee shall protect Grantors' lands adjacent

to said stormwater drainage line by all reasonable means which may be required, such as the use of water runoff diversions and siltation fences, in order to prevent erosion, siltation or excessive runoff.

5. That the said underground stormwater drainage line to be installed under the right of entry granted herein shall be constructed and maintained in accordance with generally accepted construction standards for underground stormwater drainage lines and shall be acceptable for such purpose by applicable standards on file with the Department of Public Works of the Grantee.

6. That the said Grantees shall not without prior notice to the Grantors, except in cases of emergency, the form and manner of such notice being reasonable suitable to the circumstances, enter upon the above-mentioned stormwater drainage area for the foregoing purposes in order to lay, install and construct and maintain and repair the underground stormwater drainage line and appurtenances thereto.

7. Grantee shall pay all costs related to the design and construction of the underground stormwater drainage line and said appurtenances related thereto.

8. The costs of the use, operation, maintenance and repair for the underground stormwater drainage line and said appurtenances for which foregoing right of entry has been granted shall be borne solely by the Grantee.

9. Grantors may on thirty (30) days' prior written notice to the Commissioner of Public Works of Grantee by certified mail relocate the drainage line granted herein at Grantors' sole cost and expense, if such relocation is reasonably necessary in connection with any future development of the premises of the Grantors shown in Schedule A. In such event, the covenants of the Grantee to the Grantors in paragraphs 1, 3, 4, 5, and 7 herein shall instead become covenants of the Grantors to the Grantee and no work or construction shall commence until plans for said relocation that have been prepared for Grantors by a licensed

professional engineer have been furnished to and approved in writing by the Commissioner of Public Works of the Grantee. Upon completion of the relocation, an as-built survey mylar showing the relocated drainage line and all appurtenances thereto complying with Class A-2 and T-2 survey specifications shall be furnished by the Grantors to the Commissioner of Public Works of the Grantee.

This agreement shall be recorded in the land records of the Grantee and shall run with the land described herein. The benefits and the burdens of this grant of right of entry agreement shall inure to and be binding upon the Grantee and the Grantors hereunder and their respective successors and assigns forever to their own proper use and behoof.

IN WITNESS WHEREOF, Grantors and Grantee have hereunto caused this instrument to be signed and sealed this _____ day of _____ 20__.

Witnesses:

By: _____

Witnesses:

TOWN OF GREENWICH

By: _____

Amy Siebert
Commissioner of Public Works

STATE OF CONNECTICUT)
) ss. Greenwich
COUNTY OF FAIRFIELD)

Personally appeared, _____, to me know and known by me to be the signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed this _____ day of _____ 20__.

Notary Public
Commissioner of Superior Court

STATE OF CONNECTICUT)
) ss. Greenwich
COUNTY OF FAIRFIELD)

Personally appeared, _____, to me know and known by me to be the signer and sealer of the foregoing instrument, and he acknowledged the same to be his free act and deed this _____ day of _____ 20__.

Notary Public
Commissioner of Superior Court