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**DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE  
AGREEMENT  
LOTS 3 AND 4 PINE GROVE SUBDIVISION  
OLD COLCHESTER ROAD, MONTVILLE, CONNECTICUT**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2023 by **WATCH HILL BUILDERS, LLC**, a Connecticut limited liability company with an office and principal place of business at 183 Quarry Road, in the Town of Milford, County of New Haven and State of Connecticut (hereinafter the “Declarant”).

**WITNESSETH:**

**WHEREAS**, the Declarant is the owner of two (2) certain tracts or parcels of land, which parcels of land are more particularly designated as Lots 3 and 4 (hereinafter, the “Lots”) on a certain map or plan entitled “Property and Topographic Survey Pine Grove Subdivision Prepared For D’Amato Brothers Builders Old Colchester Road Montville, Connecticut Date: 07/28/2023 Scale: 1” = 100’ Sheet: 3 of 8 Dwg. No.: 1 Bennett & Smilas Associates, Inc. 415 Killingworth Road, P.O. Box 241 Higganum, Connecticut 06441 (860) 345-4553 Fax (860) 345-3858” (hereinafter, the “Plan”);

**AND WHEREAS**, the Lots are located on the northeasterly side of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road;

**AND WHEREAS**, the Declarant desires to establish a common driveway for access to the Lots over portions of Lots 3 and 4 as shown on the Plan;

**AND WHEREAS**, the Declarant desires to allocate the responsibility by and between the owners of the Lots for the maintenance, repair and replacement of the common driveway;

**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. A right of way for all purposes twenty-five (25’) feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 4 as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 3 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at an iron pin to be set in the northeasterly line of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road at the northwesterly corner of Lot 3 and the southwesterly corner of Lot 2 as shown on the Plan; thence running North 59°38’50” East for a distance of 418.13 feet along the division line

between Lots 2 and 3 as delineated on the Plan to an iron pin to be set; thence running South 30°21'10" East for a distance of 25.00 feet to a point on the division line between Lots 3 and 4 as delineated on the Plan; thence running South 59°38'50" West for a distance of 418 feet, more or less, along the division line between Lots 3 and 4 as delineated on the Plan to an iron pin to be set in the northeasterly line of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road; thence running along the arc of a curve to the left with a radius of 635.00 feet for a distance of 25.01 feet bounded southwesterly by said strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road to the iron pin to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 4 as delineated on the Plan, their heirs and assigns forever.

2. A right of way for all purposes twenty-five (25') feet in width is hereby granted, bargained, sold and conveyed to the owner of Lot 3 as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 4 as delineated on the Plan, which easement area is more particularly bounded and described as follows:

Beginning at an iron pin to be set in the northeasterly line of a strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road at the southwesterly corner of Lot 4 and the northwesterly corner of Lot 5 as shown on the Plan; thence running along the arc of a curve to the left with a radius of 635.00 feet for a distance of 25.01 feet bounded southwesterly by said strip of land deeded or to be deeded to the Town of Montville for the future widening of Old Colchester Road to an iron pin to be set; thence running North 59°38'50" East for a distance of 418 feet, more or less, along the division line between Lots 3 and 4 as delineated on the Plan to a point; thence running South 30°21'10" East for a distance of 25.00 feet to an iron pin to be set at the northeasterly corner of Lot 5 as delineated on the Plan; thence running South 59°38'50" West for a distance of 418.13 feet bounded southeasterly by Lot 5 as delineated on the Plan to the iron pin to be set at the point and place of beginning of said easement area.

**TO HAVE AND TO HOLD** the same to the Owner of Lot 3 as delineated on the Plan, their heirs and assigns forever.

3. The Declarant shall be responsible for the cost of construction of the common driveway from the northeasterly streetline of Old Colchester Road to the northeasterly terminus of the common driveway as depicted on the Plan. The common driveway shall be constructed in accordance with the "15' Common Driveway Detail' delineated on a plan entitled "Soils, Notes & Details Pine Grove Subdivision Prepared For D'Amato Brothers Builders Old Colchester Road Montville, Connecticut Date: 7/28/2023 Scale: None Sheet 8 of 8 Map No. 22-013-1N 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 the Lots shall be made together with and subject to the rights of way 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. All grants of rights of way in favor of the Lots shall be deemed to include the non-exclusive right and privilege to pass and re-pass, by foot or by vehicle, and for any lawful purpose, over, upon and across the right of way areas herein described, and the right to install and connect to utility lines, pipes and conduits located under or within the common driveway; and the right to install a private driveway serving a Lot connecting to the common driveway. No Lot owner shall block, either temporarily or permanently, any portion of the common driveway.
6. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric, water, sewer and cable television service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but not be limited to, the obligation to execute an “Electric Distribution Easement” in standard Connecticut Light and Power Company d/b/a Eversource Energy form in favor of The Connecticut Light and Power Company d/b/a Eversource Energy in order to effect the installation of such utilities.
7. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the limits of the common driveway, in accordance with his “Pro Rata Share” as hereinafter set forth. Upkeep and maintenance shall include, but is not limited to, snow removal, removal of all trees or other obstructions, pothole repair and resurfacing. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made with the approval of a majority vote of the Pro Rata Shares attributable to the Lots. In the event that the Lot owners cannot agree as to the necessity of upkeep, maintenance or repair, any Lot owner shall have the right, at his sole cost and expense, to provide maintenance, upkeep or repair to the common driveway.
8. Any damage caused to the common driveway by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the common driveway, or by reason of the installation of, or connection to utility lines, shall be repaired by and the sole expense of the owner of the Lot causing such damage.
9. “Pro Rata Share”, as defined herein, shall mean:
  - (a) With respect to Lot 3 – 50%
  - (b) With respect to Lot 4 – 50%
10. In the event that any action is taken to enforce the provisions of this Declaration, the party prevailing in such action shall be entitled to an award of costs and reasonable attorney’s fees.

