

DECLARATION OF EASEMENT

(Shared Diveway)

This Declaration of Easement (“Declaration”) dated as of this _____ day of _____, 2025, made by Michael Desautels having an address of 237 Chesterfield Road, Oakdale, Connecticut (“Owner”)

Preliminary Statement

A. Owner owns property on 257 Chesterfield Road, (Oakdale) Montville, Connecticut, (“The Property”).

B. Owner desires to grant a cross reciprocal access easement to facilitate a shared driveway access for both properties from 197 Chesterfield Road, (Oakdale) Montville, Connecticut and 201 Chesterfield Road, (Oakdale) Montville, Connecticut, hereinafter Grantees. The owner intends that the easement and other rights granted herein shall not merge by virtue of a current common ownership of the property.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration paid, their receipt and sufficiency of which are hereby acknowledged, Owner hereby establishes the following rights, easements and agreements affecting the Property;

1. **Easement.** Owner hereby grants, with quitclaim covenant, as appurtenant to the Property, the perpetual right and non-exclusive easement in common with the owners of 197 Chesterfield Road, (Oakdale), Montville, Connecticut and 201 Chesterfield Road (Oakdale), Montville, Connecticut to create and maintain cross reciprocal easements to facilitate a shared driveway easement area extending from 197 Chesterfield Road, (Oakdale), Montville, Connecticut to the rear of 201 Chesterfield Road (Oakdale), Montville, Connecticut. The purpose of this easement area is for vehicular and pedestrian ingress and egress and shall not be used for parking or any other purpose. The parties agree that as soon as practicable after construction or any subsequent repairs to said driveway the property shall be restored to its prior condition.

2. **Reciprocal Indemnity: Mechanics Liens.** Owners of the property, or the owners from time to time of any portion of the property, shall indemnify, exonerate and hold each other harmless from and against any and all loss, cost, liability, damage or expenses arising out of such party’s exercise of its right granted in this Declaration, including, without limitation, injury to persons and damage to the property caused by excavation, construction or other work or entry on the Easement Area. Owner and the owner of the Property, or the owners from time to time of any portion of the Property, shall indemnify and hold each harmless against any assertion of claims for mechanics;s liens by any contractors, subcontractors, or subcontractors claiming by,

through or under such owner, or material suppliers furnishing materials directly or indirectly to such owner, and against any assertion suppliers furnishing materials directly or indirectly to such owner, and against any assertion of security interest by supplier of good or material with respect the Easement Area.

3. Apparatus Remains Property of Installer. Any lines, fixtures or apparatus installed under the rights and easements granted in this Declaration shall be and remain the property of the party installing the same, whether or not affixed to the realty.

4. Compliance with Law. All work performed in the exercise of the rights granted in this Declaration shall be performed in accordance with all applicable laws, rules and regulations.

5. Rights of Mortgagees. Any mortgagee which acquires title to a parcel, by foreclosure or by deed in lieu of foreclosure, shall acquire title subject to all the terms, provisions and restrictions of this Declaration and shall be liable during the period of its ownership of the parcel for the performance of all obligations to be performed by the owner of such parcel under this Declaration; provided, however, any such mortgagee shall not be liable for the performance of any obligation under this Declaration required to be performed by the owner after such mortgagee has disposed of its interest in such parcel.

6. Insurance. Any owner using the Eastern Area shall maintain, at its expense, general liability insurance naming the other owners and their respective mortgagees, if written notice of such mortgagee is provided, as an additional insured, insuring the use of the Easement Area by such owner, its employee's invitees, agents and contractors.

7. Successors and Assigns: Covenant Running With the Land. The rights and obligations herein contained shall inure to the benefit of and be binding upon the owners of the Property and their successors and assigns as owners from time to time of all or any portion of the property, any any party claiming by, through and under the owners of the Property, and shall be covenants running with the land. A mortgagee of a parcel of which comes into possession of a parcel, and any purchase or at a foreclosure sale or grantee of a deed in lieu of foreclosure shall be deemed a successor to such party and thereafter be deemed such "party" hereunder.

8. No Merger. It is intended that the rights and easements granted in this Declaration shall not be extinguished under the doctrine of merger or otherwise by reason thereof, unless such extinguishment is expressly memorialized in an instrument recorded with the Town of Montville Land Records.

9. Future Maintenance. The Owner(s) of 197 Chesterfield Road, (Oakdale), Montville, CT and 201 Chesterfield Road (Oakdale), Montville, Connecticut shall jointly be responsible (i.e. 50/50) for the maintenance and the upkeep of the private shared driveway

established herein, which shall include, but not limited to, snow removal, removal of obstructions, repair to pot holes and surface defects. Any damage to the shared common driveway caused by construction or caused by the negligence of one of the property owners shall be repaired by and at the sole cost of the Owner of the property causing the such damage.

IN WITNESS WHEREOF, I have hereunto set our hands and seals to this driveway easement this ____ day of July, 2025.

WITNESSED BY:

_____ By: _____

STATE OF CONNECTICUT

ss: New London

COUNTY OF NEW LONDON

On ___ day of July, 2025, before me, _____, personally appeared, known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this utility easement this _____ day of July 2025.

WITNESSED BY:

_____ By: _____

STATE OF CONNECTICUT

ss: Norwich

COUNTY OF NEW LONDON

On July _____, 2025, before me, _____, personally appeared, known to me to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

Exhibit "A"

DESCRIPTION

Exhibit "B"

Easement Area Map