

Town of Montville Planning & Zoning Commission
Site Plan or Special Permit Application

SITE

Site Plan Number 220-6 Plan Date 7/7/2022 + 8/2014
 Special Permit Fee paid 210.00 Revision _____
 CK# 1013

Assessors Map 069 Lot 65000
 Project Address 254 Foote 32 Uncasville, CT

Name of Applicant JNE Holdings LLC
 Address of Applicant 338 Westport Rd. Wilton, CT 06897
 Project Name _____
 Tel # 203-656-2070 Cell# 203-650-2070
 Fax # N/A Email EOANOUJ
 Name of Property Owner Hamari LLC
 Name of Attorney Harry Hirsch
 Tel # 203-336-3584 Cell# _____
 Fax # 203-368-4237 Email Harry@hirschlaw.org
 Name of Engineer Craig Williams Architect
 Tel # _____ Cell# _____
 Fax # _____ Email _____

Zoning District C-1 Lot Size _____ Total Acres .55
 Yes No Regulated Wetlands Acreage _____ Permit Date _____
 Yes No Flood Plain Flood Hazard Area _____
 Yes No A-2 Survey Name of Surveyor Geoffrey Craig Williams
 Building size 4,600 s.f. Building height 32.8'
 Number of acres to be disturbed 0-Existing Footprint
 Applicable Zoning Regulation(s) _____
 Project description Proposing 3 upscale style townhomes without changing the existing footprint

This project will use:
 Septic system Municipal sewer
 Individual well Public water supply well SCWA well Municipal water

Yes No This project is located in a **Public Water Supply Watershed**
 Yes No This project has received approval from the Uncas Health District
 Yes No This project has received approval from the appropriate Water Authority

**** Attach Copy of All Approvals**



- Yes No This project requires a State General Stormwater Quality Permit. Registration # _____
- Yes No This project requires a permit from the Army Corps of Engineers.
- Yes No This project requires a Water Diversion Permit.
- Yes No This project requires a Dam Permit.
- Yes No This property is subject to a Conservation Restriction and/or a Preservation Restriction. If yes, attach a copy of certified notice.
- Yes No Drainage calculations submitted:
Date _____ Rev. date _____ Rev. date _____

- Yes No This project requires a OSTA (Office of State Traffic Commission) Permit.
- Yes No This project requires a DOT Encroachment Permit.
- Yes No The plan has been submitted to the DOT District 2 Office.
- Number of parking spaces provided 9
- Number of vehicle trips per day generated by this project 9
- Yes No A determination of applicability of of the following Zoning Regulations Sections _____

Signature of Applicant  Date 07/14/2020
 Signature of Owner  Date 07/13/2020

OFFICE USE ONLY

Review	Date Sent	Date Received
Town Engineer		
Uncas Health District		
Fire Marshal		
Building Official		
Mayor		
WPCA		
DOT District 2		
N.L. Water		
Other		

Date of Receipt _____ Date of Public Hearing _____ Date Hearing Closed _____
 Date of Extension #1 _____ Date of Extension # 2 _____ Terminal Date _____

Common Driveway Access and Maintenance Agreement

This Agreement made this day of July, 2020 by and between **JNE HOLDINGS LLC**, a Connecticut limited liability company of the Town of Weston, County of Fairfield and State of Connecticut (hereinafter referred to as "**JNE HOLDINGS**"), and **JNH ENTERPRISES, LLC** a Connecticut limited liability company having an address of 101 Connecticut Boulevard, Oakdale, Connecticut (hereinafter referred to as "**JNH ENTERPRISES**").

Whereas, **JNH ENTERPRISES** represents and warrants that it is the owner and has fee simple title in and to that certain piece or parcel of real estate located in the Town of Uncasville, County of New London and State of Connecticut, known as 260 Route 32, Uncasville, CT and more particularly described in Schedule "A" attached hereto and made a part hereof (the "JNH Property"); and

Whereas, **JNE HOLDINGS** represents and warrants that it is the owner and has fee simple title in and to that certain piece or parcel of real estate located in the Town of Uncasville, County of New London and State of Connecticut, known as 254 Route 32, Uncasville, CT and more particularly described in Schedule "B" attached hereto and made a part hereof (the "JNE Property"); and

Whereas, the parties hereto desire to provide a portion of their property to create a Common Driveway for the benefit of both parties and desire to have an easement in each other's favor over and across the Common Driveway as described as follows:

Shown and designated as Shared Bit Conc Driveway being 2.720 sq. feet, as shown on that certain map entitled, "Residential Alteration for JNE HOLDINGS, LLC 254 Route 32, Uncasville, Connecticut prepared by Geoffrey Craig Williams Architect of Fairfield, Connecticut, dated 07/07/2020 and attached hereto as Exhibit A (hereinafter referred to as the "Easement Area or Common Driveway Easement")

Whereas, **JNH ENTERPRISES** agrees to give **JNE HOLDINGS** an easement across and upon its portion of the above described property that makes up the Common Driveway for any and all legal purposes, including but not limited to a driveway easement for ingress and egress; and

Whereas, **JNE HOLDINGS** agrees to give **JNH ENTERPRISES** an easement across and upon its portion of the above described property that makes up the Common Driveway for any and all legal purposes, including but not limited to a driveway easement for ingress and egress; and

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

1. **JNH ENTERPRISES** does hereby grant **JNE HOLDINGS, its successors and/or assigns**, a permanent easement for ingress and egress by foot or vehicle for residential purposes in common with **JNH ENTERPRISES** over and across that portion of the Common Driveway Easement located on the JNH Property.
2. **JNE HOLDINGS** does hereby grant **JNH ENTERPRISES, its successors and/or assigns**, a permanent easement for ingress and egress by foot or vehicle for residential purposes in common with **JNE HOLDINGS** over and across that portion of the Common Driveway Easement located on the JNE Property.
3. Except as herein granted, each party n hereto shall continue to have full use, ownership and enjoyment of its property and may also use same for all legal purposes.
4. **JNH ENTERPRISES and JNE HOLDINGS** are prohibited from constructing any building or structure on said Common Driveway easement.
5. Neither the owner of the JNH Property nor JNE Property, their respective agents, employees, licensees, invitees or tenants, shall block or obstruct or permit the blocking or obstruction of the Common Driveway Easement by the parking or storage of vehicles, materials, or possessions, except if temporarily required for the accomplishment of the purposes stated herein.
6. **JNH ENTERPRISES** reserves the right to it and its successors and assigns, to continue to use the land within which the aforesaid easement and right has been granted for any uses and purposes which do not in any way interfere with the use thereof by **JNE HOLDINGS, its successors and assigns**, in fulfilling the purpose for which this easement and right is granted.

7. **JNE HOLDINGS** reserves the right to it and its successors and assigns, to continue to use the land within which the aforesaid easement and right has been granted for any uses and purposes which do not in any way interfere with the use thereof by **JNH ENTERPRISES**, its successors and assigns, in fulfilling the purpose for which this easement and right is granted.

8. It is expressly provided that the granting of this easement shall be binding upon both **JNE HOLDINGS and JNH ENTERPRISES** and unto their successors and assigns, and that no agreement or understanding varying or extending the same shall be binding upon either party hereto unless the same shall be in writing, and duly signed.

9. **JNH ENTERPRISES and JNE HOLDINGS, their successors and/or assigns**, shall share equally in the cost of the maintenance (including, but not limited to snow removal), repair and/or replacement of the Common Driveway, provided that **JNH ENTERPRISES** shall pay a two-thirds (2/3) share and **JNE HOLDINGS** shall pay a one-third (1/3) share of the cost of the initial paving of the Common Driveway to be located in the Easement Area under the terms of this Agreement, subject to the prior, written approval of both parties as to the scope and cost of such work.

10. The owner of the **JNH Property** shall indemnify and save the owner of the **JNE Property** harmless from all injury, loss, claims, damage or liability of whatever nature, including without limitation, court costs and reasonably attorney's fees, incurred by the owner of **JNE Property** arising from any act or omission of the owner of **JNH Property**, or its agents, contractors, suppliers, licensees, invitees, tenants or guests, with respect to the Common Driveway Easement or Easement Area.

11. The owner of the **JNE Property** shall indemnify and save the owner of the **JNH Property** harmless from all injury, loss, claims, damage or liability of whatever nature, including without limitation, court costs and reasonably attorney's fees, incurred by the owner of **JNH Property** arising from any act or omission of the owner of **JNE Property**, or its agents, contractors, suppliers, licensees, invitees, tenants or guests, with respect to the Common Driveway Easement and/or Easement Area.

12. The owner of the **JNH Property** shall maintain, at its own expense, liability insurance with responsible companies qualified to do business in Connecticut which shall insure the owner of the **JNE Property** as a named insured party against all claims for injuries to persons and against all claims for damages to or loss of property occurring upon, under, and/or over the Easement Area.

13. The owner of the **JNE Property** shall maintain, at its own expense, liability insurance with responsible companies qualified to do business in Connecticut which shall insure the owner of the **JNH Property** as a named insured party against all claims for injuries to persons and against all claims for damages to or loss of property occurring upon, under, and/or over the Easement Area.

14. The parties hereto agree that the Common Driveway Easement cannot be used to install and maintain any structures or other appurtenances accessory to their property (i.e., placement and use of accessory structures such as a shed, pool, play structures, utility mechanical units, tanks, generators or similar above or below ground, etc.) and further agree that no vehicles may park on said Common Driveway easement area or block any vehicle from accessing said Common Driveway easement area for any purpose.

15. Subject to the limitations herein, enforcement of these rights and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such right or restriction, either to restrain any such continued or threatened violation or to recover damages therefore. The non-prevailing party of any proceeding at law or in equity instituted to enforce any of the rights and/or restrictions as set forth in this declaration shall pay the prevailing party's reasonable costs, expenses and attorney's fees

16. This easement shall run with the land and shall binding as against all successors and assigns of the parties hereto. The insertion of a reference to this this instrument and the Agreement shall be in all future deeds that may be delivered by any of the current or future owners of the **JNH Property** and the **JNE Property** and/or any portion thereof

TO HAVE AND TO HOLD the above granted easement, rights, privileges and authority unto the said Grantor and its heirs, successors and assigns forever, to them and their own proper use and behoof.

Signed, sealed and delivered

SCHEDULE 'A'

260 Route 32

A certain piece or parcel of land, together with the buildings thereon, located in the Town of Montville, County of New London and State of Connecticut, bounded and described as follows:

Beginning at a State Highway Department marker on the westerly line of the Norwich and New London State Highway, so-called, at the northeasterly point of the herein-conveyed tract; thence running in a general westerly direction, bounding northerly on property now or formerly of the Methodist Episcopal Church and lands now or formerly of the Uncasville School to a wire fence and land now or formerly of Daniel Sullivan; thence running in a general southerly direction, by and with said wire fence, bounding westerly by said land now or formerly of Sullivan a distance of fifty (50) feet to land formerly of Oscar J. and Evelyn M. Poirier; thence running easterly by and with said Poirier land to the westerly line of the said Norwich and New London State Highway; thence running in a general northerly direction, bounding easterly on said State Highway a distance of fifty (50) feet to the marker designating the point and place of beginning.

SCHEDULE 'B'

254 Route 32, Montville, Connecticut

A certain tract or parcel of land with the buildings thereon situated on the westerly side of the Norwich-New London Turnpike, so-called, in the Town of Montville, being more particularly bounded and described as follows:

Easterly by the Norwich-New London Turnpike, so-called;

Southerly and Westerly by land now or formerly of Daniel Sullivan; and

Northerly by land now or formerly of Thomas Barua and Anna Barua.

Together with certain water rights referred to in Volume 54, Page 600 of the Montville Land Records.