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**DECLARATION OF JOINT DRIVEWAY EASEMENT
AND MAINTENANCE AGREEMENT
LOTS 24 AND 24-2 ROUTE 163 SUBDIVISION OF JAMES E. MOROSKY
MONTVILLE, CONNECTICUT**

THIS DECLARATION, made this ___ day of _____, 2024, by **JAMES E. MOROSKY AND KRISTIN MOROSKY A/K/A KRISTEN MOROSKY**, both of 581 Route 163 in the Town of Montville, County of New London and State of Connecticut (collectively, the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant is the owner of two (2) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as Lot 24 and Lot 24-2 (hereinafter the “Lots”) on a certain map or plan entitled “Subdivision Plan Prepared For James E. Morosky & Kristin Morosky #581 Route 163 - (AKA - Oakdale Road) Montville, Connecticut Boundary-Topography-Lot Layout Project No. 23-.091 Drawn By: R.A.D. Date: 5/28/23 Scale: 1” = 40’ Sheet 1 of 1 Advanced Surveys, LLC. 36 Dunham Street, Norwich, CT 06360 Phone – (860) 639-8928” (hereinafter the “Plan”);

AND WHEREAS, the Lots are located on the northeasterly side of Connecticut Route 163 (Oakdale Road) as delineated on the Plan;

AND WHEREAS, the subdivision of the property of the Declarant contemplates that Lot 24-2 as delineated on the Plan will obtain access by virtue of an easement over and across a portion of Lot 24 as delineated on the Plan;

AND WHEREAS, the Declarant desires to establish a common driveway for access to the Lots for the benefit of the Lots over a portion of Lot 24 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 non-exclusive right of way for all purposes is hereby granted, bargained, sold and conveyed to the owner of Lot 24-2, as delineated on the Plan, their heirs and assigns, over and across a portion of Lot 24 as delineated on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a Connecticut Highway Department monument recovered in the northeasterly monumented highway line of Connecticut Route #163 (Oakdale Road) at the southeasterly corner of that area shown and designated as “Proposed Easement For Access In Favor Of Lot

#24-2 (2,188 S.F. +/-)” on the Plan; thence running North 61°25’56” West for a distance of 26.50 feet bounded southwesterly by Connecticut Route #163 (Oakdale Road) to an iron pin or drill hole to be set; thence running North 29°50’04” East for a distance of 82.89 feet along the division line between Lots 24 and 24-2 as delineated on the Plan to an iron pin or drill hole to be set at an angle point in said division line; thence running South 60°09’56” East for a distance of 26.49 feet to a point; thence running South 29°50’04” West for a distance of 82.31 feet to the Connecticut Highway Department monument recovered at the point and place of beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of Lot 24-2 as delineated on the Plan, their heirs and assigns forever.

2. The Declarant has installed a paved access drive within the limits of the common driveway extending northeasterly from Connecticut Route #163 (Oakdale Road) as delineated on the Plan.
3. The deed of conveyance of each of the Lots shall be made together with and/or subject to the right 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.
4. All grants of right of way in favor of Lot 24-2 as delineated on the Plan 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 area herein described; and the right to install a private driveway serving Lot 24-2 connecting to the common driveway.
5. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies to effect the installation of telephone, electric and cable television service lines to provide utility service to Lot 24-2 as delineated on the Plan. The obligation contained in this paragraph shall include, but shall not be limited to, the obligation to execute an “Electric Distribution Easement” in standard Eversource form in favor of The Connecticut Light and Power Company d/b/a Eversource Energy in order to effect the installation of such utilities.
6. Each of the owner of the Lots shall be responsible for the maintenance and upkeep of the common driveway, including the utilities installed within the same, 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 by a majority vote of the Pro Rata Shares attributable to the Lots.
7. Any damage to the common driveway caused by construction on either 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.

