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736 Norwich-New London Turnpike
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**DECLARATION OF JOINT DRIVEWAY EASEMENT AND MAINTENANCE
AGREEMENT**

LOTS 9 AND 10 BLACK ASH ESTATES RESUBDIVISION

This Declaration, made this ____ day of _____, 2024 by **PACHAUG CAPITAL LLC**, a Connecticut limited liability company, with an office and place of business at 7 Kelci Circle, in the Town of Griswold, County of New London and State of Connecticut (hereinafter the “Declarant”).

WITNESSETH

WHEREAS, Declarant is the owner of two (2) certain tracts or parcels of land, which tracts or parcels of land are more particularly designated as Lots 9 and 10 on a certain map or plan entitled “Title: Record Resubdivision Map Land Now Or Formerly Of Pachaug Capital LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: August 22, 2023 Rev. No. 1 05/28/24 Town Review Comments By KJR Scale: 1” = 100’ Sheet: 3 of 12 Dwg. No.: 3 Bennett & Smilas Associates, Inc. 415 Killingworth Road, P.O. Box 241 Higganum, Connecticut 06441 Phone (860) 345-4553 Fax (860) 345-3858” (hereinafter referred to as the “Plan”); and

WHEREAS, said Lots 9 and 10 (hereinafter referred to as the “Lots”) are situated on the southerly side of Old Colchester Road in the Town of Montville, County of New London and State of Connecticut; and

WHEREAS, the resubdivision of the Black Ash Estates Resubdivision contemplates that the Lots will obtain access and utilities from Old Colchester Road by virtue of an easement over and across a portion of Lot 10 as shown on the Plan; and

WHEREAS, the Declarant desires to establish a joint driveway for access to the Lots and for the provision for the extension of utilities from Old Colchester Road for the benefit of the Lots over a portion of Lot 10 as shown on the Plan; and

WHEREAS, the Declarant desires to allocate the responsibility by and between the Owners of the Lots for the improvement and maintenance of the joint driveway and utilities installed within the limits of the joint 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 9, as delineated on the Plan, their heirs and assigns, over and

across a portion of Lot 10 as shown on the Plan, which right of way is more particularly bounded and described as follows:

Beginning at a monument found in the southerly 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 northeasterly corner of Lot 10 as shown on the Plan and on the dividing line between Lot 10 as shown on the Plan and land now or formerly of Richard J. George and Katherine A. George as shown on the Plan; thence running South 28°01'41" West for a distance of 123.19 feet to a point; thence running South 30°31'20" West for a distance of 135.28 feet to an iron pipe/pin to be set, the last two (2) courses being bounded southeasterly by said George land; thence running North 59°28'40" West for a distance of 20.00 feet bounded southwesterly by Lot 9 as shown on the Plan to a point; thence running North 30°31'20" East for a distance of 50.00 feet to a point; thence running North 59°28'40" West for a distance of 20.00 feet to a point; thence running North 30°31'20" East for a distance of 50.00 feet to a point; thence running South 59°28'40" East for a distance of 20.00 feet to a point; thence running North 30°31'20" East for a distance of 34.85 feet to a point; thence running North 28°01'41" East for a distance of 120.27 feet to a point in the southerly 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 720.00 feet for a distance of 20.15 feet bounded northerly 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 monument found at the point and beginning of said easement area.

TO HAVE AND TO HOLD the same to the owner of Lot 9 as shown on the Plan, their heirs and assigns forever.

2. The Declarant shall be responsible for the cost of construction of the joint driveway from the southerly streetline of Old Colchester Road to the southerly terminus of the joint driveway as delineated on the Plan. The common driveway shall be constructed to a minimum width of fifteen (15') feet and shall be constructed in accordance with the "15' Common Driveway Detail" as depicted on a plan entitled "Notes & Details Black Ash Estates Resubdivision Prepared For Pachaug Capital, LLC Black Ash Road & Old Colchester Road Montville, Connecticut Date: 8-22-23 Rev. 5/28/24 Town Comments Scale: None Sheet 10 of 12 Map No. 23-024-1N Wentworth Civil Engineers LLC 177 West Town St. Lebanon, CT 06249 Tel. (860) 642-7255 Fax (860) 642-4794 Web: wentworthcivil.com" (hereinafter the "Detail Plan") and shall further construct the proposed rain garden on Lot 10 in accordance with the detail entitled "Rain Garden Section" depicted on the Detail Plan.
3. 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.
4. The grant of right of way in favor of Lot 9 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 and connect to utility lines located under or within the joint driveway; and the right to install a private driveway serving a Lot connecting to the joint driveway.

5. Each owner of the Lots shall cooperate fully in granting any easements required by public utility companies and/or the Town of Montville Water Pollution Control Authority to effect the installation of telephone, electric, cable television, water and/or sewer service lines to provide utility service to the Lots. The obligations contained in this paragraph shall include, but shall 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.
6. Each owner of the Lots shall be responsible for the maintenance and upkeep of the joint driveway, including the utilities installed within the same, and the rain garden to accommodate driveway runoff on Lot 10 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, and periodic removal of debris and detritus from the rain garden. Decisions as to the necessity of maintenance and upkeep, and the cost to be incurred with respect thereto, shall be made in accordance with Paragraph 8 of this Declaration.
7. Any damage to the joint driveway and/or rain garden caused by construction on any of the Lots, including damage caused by construction of a private driveway serving a Lot from the joint 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.
8. “Pro Rata Share”, as defined herein, shall mean:
 - (a) With respect to Lot 9 – 88%
 - (b) With respect to Lot 10 – 12%
9. Notwithstanding anything herein contained to the contrary, no lot owner shall have an obligation to contribute to the cost of maintenance and upkeep of the common driveway until such time as said lot owner constructs a single family dwelling house on such lot.
10. This Declaration creates real, but private, covenants which are intended to run with the title to the Lots. The resubdivision of Black Ash Estates was approved by the Town of Montville Planning and Zoning Commission with the intent and understanding that all rights in and to the common driveway shall remain private at all times; and that the Town of Montville shall not be required to plow, maintain, assume ownership of, or provide school bus service or other services, other than emergency services, along the common driveway.

