

DECLARATION OF PERMANENT DRIVEWAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, _____ (Name and address of land owner) _____ (“Declarant(s)”) is / are the owner(s) of _____ (number of lots served by common driveway) _____ certain pieces or parcels of land situated in the Town of Montville, County of New London, State of Connecticut, being Lots # _____, _____, _____, _____ on a map entitled (Title of drawing illustrating parcels and common drive) _____ which map is to be filed in the office of the Town Clerk of Montville, to which reference is hereby made; and

WHEREAS, Declarant(s) desire(s) to create certain rights and obligations with regard to a driveway which is intended to serve Lots # _____, _____, _____, _____.

NOW THEREFORE, Declarant(s) do(es) hereby declare that each of said Lots # _____, _____, _____, _____, shall be conveyed and owned subject to the following permanent easements, rights, restrictions and obligations:

1. The owners of Lots # _____, _____, _____, _____, shall have a right of way in common for a driveway for vehicular and pedestrian ingress and egress, drainage and utilities including for the installation of underground and overhead utilities over that portion of Lot # _____ designated as “Common Driveway” as shown on the above described map.

2. Each of the Owners of Lots # _____, _____, _____, _____, shall contribute equally to the cost of construction, maintenance and repair of a driveway to be used in common by the owners of each of said lots over, across and upon the above-described right of way.

3. Each of the Owners of Lots # _____, _____, _____, _____, shall be equally responsible for any personal injury or damage occurring on the common driveway or within the above-described right-of-way.

4. In the event an owners, other than the Declarant(s), of either of said lots shall desire to install said driveway prior to the time there is an owner other than the Declarant(s) of the remaining lot(s), such owner desiring to install said driveway (hereinafter "First Owner") shall proceed to install and pay for the same and thereafter the owner of the remaining lot other than the Declarant(s) shall be responsible for reimbursing the First Owner for his proportional share of the driveway.

5. The maintenance of the driveway shall include, but not be limited to, snowplowing, pavement patching and sealing as required. If an owner, other than the Declarant(s), of any of said lots fails or refuses to contribute to said repairs or maintenance within five (5) days of demand, he shall be liable for his proportionate share to the owner who has so contributed, plus interest at a rate of one percent per month, together with all costs of enforcing this agreement including reasonable attorneys' fees. Each of the Owners of Lots # ____, ____, ____, ____, shall have the right to bring civil actions as necessary to compel the owners of the other lot(s) to carry out their obligations under this instrument, or to collect damages for their failure to carry out such obligations. Attorneys' fees shall not be limited in any way by the amount of the maintenance and repairs but shall be based upon the attorneys' fees and expenses necessary to enforce the provisions of this agreement.

6. It is understood and agreed that the respective owners of Lots # ____, ____, ____, ____, their respective successors, representatives and assigns shall not be allowed to park any vehicle of any kind whatsoever in the driveway easement area described herein.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs and assigns forever.

IN WITNESS WHEREOF, Declarant(s) has / have executed this instrument this ____ day

of _____, _____.

Witnessed by:

DECLARANT(S)

STATE OF CONNECTICUT :
: **ss.**
COUNTY OF NEW LONDON :

On this the ____ day of _____, _____ before me,
_____,

the undersigned officer, personally appeared (Declarant(s)) know to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that he / she / they executed the same as his / her / their free act and deed for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Commissioner of Superior Court
Notary Public
My Commission Expires: