

**DECLARATION OF COMMON DRIVEWAY, MAINTENANCE AND UTILITY  
EASEMENT**

**DECLARATION** made this    day of    , 20 by \_\_\_\_\_, **LLC**, a Connecticut limited liability company with an office located in East Hampton, Connecticut (the “Declarant”).

**WITNESSETH**

**WHEREAS**, Declarant is the owner of those certain pieces or parcels of real property known as Lots \_\_\_\_\_ located on \_\_\_\_\_, East Hampton, Connecticut, as more particularly described on the map referred to in Schedule A, attached hereto (individually a “Lot” and collectively, the “Lots”); and

**WHEREAS**, it is the desire of the Declarant hereto that the Lots share access to \_\_\_\_\_ Road, a public road, over a common easement \_\_\_\_\_ (\_\_\_\_\_) feet in width and located on Lot \_\_\_\_\_, for ingress and egress, shown and designated as “PERMANENT ACCESS / UTILITY EASEMENT IN FAVOR OF LOTS \_\_\_\_\_” on, and in accordance with the terms and conditions of, the Map referred to in Schedule A (hereinafter referred to as the "Common Access Easement Area"); and

**WHEREAS**, it is the desire of the Declarant that the Lots be obligated to maintain the Common Access Easement to the satisfaction of the Town of East Hampton and to share in the costs regarding the common easement.

**NOW THEREFORE**, it is declared as follows:

1. Each Lot shall have the right to use that portion of the Common Access Easement Area necessary for ingress and egress to said Lot, respectively, as a driveway.
2. Each Lot shall have the right to install and maintain whatever utilities it may require over, under and through the Common Access Easement Area, provided that such installation and maintenance does not interfere with the use of the Common Access Easement Area by the other Lots and provided further that such Lot shall be responsible for all damage and disturbance to said Common Access Easement Area caused by any such installation and maintenance and shall promptly repair such damage and disturbance, at its sole cost and expense.
3. The Lots shall be obligated to maintain, and shall share equally the responsibility of keeping all portions of the Common Access Easement Area properly maintained to the satisfaction of the Town of East Hampton, including landscaping, and keeping the driveway portion of the Common Access Easement Area in good condition and free of

snow and ice. The cost for such maintenance, landscaping, snow plowing and any other matter pertaining to the Common Access Easement Area shall be shared equally by Lots #\_\_\_\_\_ and #\_\_\_\_\_. In the event of a failure by any Lot Owner to pay his/her required share of any costs or expenses incurred herein, such costs and expenses shall, commencing thirty (30) days after the date of billing therefore, bear interest at the rate of twelve percent (12%) per annum until paid. In addition, the paying / non-breaching parties shall have the right to file a lien against the non-paying / breaching parties for its share of the costs.

4. The benefits and burdens herein contained shall be perpetual and shall run with the land and shall be binding upon and shall inure to the benefit of the Declarant and all subsequent owners of the Lots, and their respective heirs, executors, administrators, successors and assigns.

5. Any modifications to the easements herein declared must be in writing and signed by all of the owners of the Lots.

6. If any owner of a Lot shall violate or attempt to violate any of the terms and conditions herein, it shall be lawful for any other owner of a Lot to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such term or conditions, and either to prevent him or them from so doing or to recover damages. The easement rights created herein shall be governed by the laws of the State of Connecticut and any disputes regarding the easement rights shall be resolved in the Superior Court of the State of Connecticut. Any attorneys' fees or costs incurred in any legal action shall be reimbursed to the prevailing party(ies) in said legal action by the other party(ies).

**IN WITNESS WHEREOF**, the Declarant has this day set its hand and seal.

Witnessed:

\_\_\_\_\_, LLC

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
William Wayne Rand  
Its Manager

STATE OF CONNECTICUT )

) ss:

COUNTY OF MIDDLESEX )

Personally appeared **WILLIAM WAYNE RAND**, as Manager of \_\_\_\_\_  
\_, **LLC**, signer of the foregoing instrument, and acknowledged the same to be his free act  
and deed and the free act and deed of said limited liability company, before me.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

**SCHEDULE A**

That certain piece or parcel of land being that portion of Lot \_\_\_\_\_ designated **“PERMANENT ACCESS / UTILITY EASEMENT IN FAVOR OF LOTS \_\_\_\_\_”**, being shown on a certain map or plan entitled: **“\_\_\_\_\_”** which map or plan is on file or to be filed in the Town Clerk’s office in said Town of East Hampton to which reference may be had for a more particular description thereof.