

**DECLARATION OF ACCESS, DRAINAGE AND UTILITY
EASEMENT AND MAINTENANCE AGREEMENT**

WHEREAS, Stanislaw J. Oleksenko, of the Town of Newington, County of Hartford and State of Connecticut, (hereinafter referred to as the Grantor), is the owner of certain parcels of land situated in the Town of East Hampton, County of Middlesex and State of Connecticut, and being more particularly described as follows:

Those three certain pieces or parcels of land situated off the westerly side of Cone Road, in the Town of East Hampton, County of Middlesex and State of Connecticut, shown as **Lot #6-1, Lot #6-3 and Lot #6-4** on a certain map entitled, "LIMITED PROPERTY / BOUNDARY SURVEY SHOWING THE PROPOSED EASEMENTS OF THE PARCEL SHOWN ON A SESSOR'S MAP 6 / BLOCK 37 / LOT 6A PREPARED FOR STANISLAW J. OLEKSENKO CONE ROAD & OLD MIDDLETOWN ROAD EAST HAMPTON, CONNECTICUT DRAWN BY: K.J.P. CHECKED BY: SCALE: 1" = 50' DATE: MARCH 25, 2020 PROPOSED EASEMENTS SHEET 1 OF 1 REVISIONS 4/20/20 EASMENTS KJP 05/07/20 EASMENTS KJP KENNETH J. PICARD L.S. 18143 PICARD LAND SURVEYING, LLC 456 JONES HOLLOW ROAD, MARLBOROUGH, CT 06447" which map or plan is on file in the office of the East Hampton Town Clerk to which reference may be had.

WHEREAS, the Grantor desires to impose a certain unobstructed Access, Drainage and Utility Easement over Lot #6-3 in favor of Lot #6-1 and Lot #6-4.

WHEREAS, the Grantor desires to provide for the maintenance of the common Access, Drainage and Utility Easement.

NOW, THEREFORE, for value received, the receipt and sufficiency of which is hereby acknowledged, the Grantor herein declares:

1. That an unobstructed Access, Drainage and Utility Easement shall exist over Lot #6-3 in favor of Lot #6-1 and Lot #6-4 being shown as "**Access, Drainage & Utility Easement in Favor of Lot #6-1 and Lot #6-4**", as shown on said map for any and all purposes now or hereinafter necessary.
2. That the common access driveway within the access, drainage and utility easement shall be installed and maintained in accordance with the provisions of Section XII 2. New Roads Proposed for Private Use of the East Hampton Subdivision Regulations.
3. That the owners of Lot #6-1, Lot #6-3 and Lot #6-4, their successors, executors, heirs and/or assigns shall each be responsible for the costs associated with the

repair, maintenance, replacement, sanding and removal of snow from the improved areas of said Access, Drainage & Utility Easement as shown on said map in the following proportions:

Lot #6-1:	33.33 %
Lot #6-3:	33.33 %
Lot #6-4	33.33 %

4. That in the event any owner, their respective heirs, executors, successors and/or assigns shall fail to pay their proportionate share of the costs for the upkeep, repair, maintenance and the sanding and removal of snow from the improved areas of the Access, Drainage & Utility Easement as required herein, the other parties shall have the right to pay such portion of said costs and seek reimbursement from the party failing to pay their proportionate share.
5. That in the event a party, their agent or their invitees of one of said parcels damages the improvements located on or under said easement area, said party shall promptly restore and correct said damage to the condition the improvement was in prior to said incident. In the event that easement area is disturbed due to the exclusive need/use of one of the Lots, the owner of such Lot that disturbed said area shall be solely responsible for the costs associated thereof.
6. That choices of contractors for snow removal, reasonable maintenance, repair and other services and other decisions as to need for reasonable services shall be decided by the owner of Lot #6-3. Should the owner of Lot #6-1 and/or the owner of Lot #6-4 object to the cost for any service, then the owner of Lot #6-1 and/or the owner of Lot #6-4 shall have the right to obtain bids for said service in question provided it is for equal or better quality as the initial bid. Should said bid for service in question be less expensive, the owner of Lot #6-3 shall have the right but not the obligation to accept the new bid. Should the owner of Lot #6-3 not accept the new bid then the owner of Lot #6-1 and/or the owner of Lot #6-4 shall only be responsible for their proportionate share of the cost of the lower bid.
7. That the parties, their respective heirs, executors, successors and/or assigns agree to restore land within the area of said Access, Drainage & Utility Easement to as nearly its present condition at any time that it is necessary to disturb the surface thereof in connection with servicing, repairing or replacing said Access, Drainage & Utility Easement or any utilities located thereon or thereunder. In the event that easement area is disturbed due to the exclusive need/use of one of the Lots, the owner of such Lot that disturbed said area shall be solely responsible for the costs associated thereof.
8. That all of the aforesaid rights and obligations shall inure to the benefit of and be the obligations of the subsequent purchasers of said Lot #6-1, Lot #6-3 and Lot

