

Waterford Connecticut

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DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
154637	EASEMENT	001/01645/102	05/15/2020
Street	Street Name	Description	
		23 OLD NORWICH ROAD	
Grantors	Grantees	Street	Property Description
1721 LLC	NO GRANTEE LISTED		23 OLD NORWICH ROAD
References			
Book/Vlm/Page	Description	Recorded year	
Legal Description\Remarks			
Lot	Block	Subdivision	Plat

Public Hearing
Roberts Court 8-30(g)
PL-24-14
Exhibit 26

DECLARATION OF EASEMENT FOR DRIVEWAY

WITNESSETH:

WHEREAS, 1721 LLC, a Connecticut Limited Liability Company with a principal place of business at 205 Willowbrook Road, Stamford, CT (hereinafter referred to as "Declarant") is the owner of those certain three parcels shown as New Lot #1, New Lot #2 and New Lot #3 on a map or plan entitled:

"Subdivision Plan prepared for 1721, LLC, #23 Old Norwich Road, Waterford, Connecticut, Scale: 1" = 30', Date: 8/2/19, Sheet #1, Prepared by Advanced Surveys, LLC."

which map or plan is on file with the Town Clerk of the Town of Waterford. Said easement area is more particularly shown as "Driveway Easement" on the aforementioned map and described on Schedule A attached hereto and made a part hereof (the "Easement Area").

WHEREAS, Declarant desires to have the Properties serviced by a common driveway and to establish an easement arrangement which will provide ingress and egress to and from Old Norwich Road and the Easement Properties or the aforementioned parcels individually; and

WHEREAS, Declarant desires to establish this Declaration of Easement to create an easement on, over, under and through New Lot #3 and New Lot #2 for the benefit of the New Lot #2 and New Lot #1; and

WHEREAS, Declarant further desires to impose certain covenants and restrictions upon the use, operation and maintenance of the Easement Area;

WHEREAS, the Easement Properties are specifically made part of this Declaration, and the owners of the Easement Properties shall receive the benefits and be subject to the burdens contained herein.

NOW, THEREFORE, Declarant hereby submits the Easement Area to the terms, covenants, restrictions and easements set forth herein for the benefit of the Easement Properties as follows:

I. GRANT OF EASEMENT.

Declarant as owner of New Lot #3, hereby grants and declares, for the benefit of New Lot #2 and New Lot #1 an easement and right of way over, upon, under and through the Easement Area, which easement shall be appurtenant to and for the benefit of the New Lot #2 and the New Lot #1 and may be used by the owners of the Easement Property, their heirs, successors, assigns, licensees and guests.

Declarant as owner of New Lot #2, hereby grants and declares, for the benefit of New Lot #1 an easement and right of way over, upon, under and through the Easement Area, which easement shall be appurtenant to and for the benefit of the New Lot #1 and may be used by the owners of the Easement Property, their heirs, successors, assigns, licensees and guests.

II. USE OF EASEMENT AREA.

The Easement Area shall be used for the purposes of ingress and egress to and from Old Norwich Road by vehicular and pedestrian traffic.

The owners of the individual Parcels comprising the Easement Properties (hereinafter collectively referred to as "Owners" and individually referred to as "Owner") shall have the right in common with the other Owners to enter on, over, under and through the Easement Area for the purpose of construction, installation, maintenance, repair and replacement of the driveway and of Utilities, provided, however, that any Owner/Owners who shall do any work or have any work done affecting the Easement Area (upon completion of the work by such Owner/Owners) shall repair that portion of the Easement Area to the condition that existed prior to such Owner's entry (except for any work done pursuant to the rights created herein) and shall at all times keep so much of the existing driveway open so that vehicular and pedestrian traffic shall have access from Old Norwich Road to the Easement Properties.

III. ACT EXPEDITIOUSLY.

When utilizing the Easement Area, the Owners shall do so as expeditiously as possible and in a manner to cause the least disturbance to the other Owners.

IV. OWNER MAY CONTINUE TO USE EASEMENT AREA BUT MAY NOT INTERFERE.

The Owners of the Easement Area may continue to use the Easement Area in any way that will not prevent the use of the Easement Area by any other Owner for the purposes described herein. The Owners of the Easement Area shall not erect or allow any structures to be erected on the Easement Area, nor shall they plant or allow to be planted or grown any large trees or any other obstructions which would prevent the use of the Easement Area by the other Owners. Nothing contained in this paragraph shall diminish the rights and obligations of the Owners of the Easement Area which are established in this Declaration.

V. MAINTENANCE AND REPAIR OF EASEMENT AREA.

Declarant declares that the Owners shall maintain the Easement Area in its present condition or in the condition to which it is improved from time to time, and shall repair and replace the same as necessary and shall keep the Easement Area insured with respect to liability. The cost of all necessary repairs, replacement, maintenance and insurance thereon shall be paid equally by the Owners (although insurance may be paid individually with proper insurance endorsements in favor of the other Owner).

Any Owner who shall, through negligence or willful action, cause any damage which must be repaired hereunder shall be responsible for the cost incurred to provide the repairs, maintenance and replacement necessitated by the negligence or willful action of that Owner, provided, however, that the Declarant and all subsequent Owners mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties.

The cost for repairing, replacing, maintaining or improving the Easement Area, pursuant to this Agreement, shall be shared as set forth above. Except as herein provided, no costs of any kind shall be charged to any Owner, unless that Owner has agreed in writing to pay said costs. In the event that the Owner of any Lot shall decide that expenditures shall be incurred for repair and replacing, maintaining or improving the Easement Area, then said Owner shall send written notice to the other Owners which shall request that the other Owners agree to pay their Required Share. In the event that the other Owner agrees to pay its Required Share in writing, then the cost shall be shared accordingly. In the event that the other Owner does not agree in writing to pay its Required Share, then the Owner proposing

said activity may undertake said activity solely at its own cost and expense. In that event, after the work is completed, the Owner performing the work may institute legal action against the other Owner who should have contributed to the cost, but did not. In the event that the work was necessary to maintain the Easement Area to the standard required hereunder, and if the work was done to the quality required, then the Owner who should have shared said cost shall be responsible for their Required Share of the cost, and the Owner/Owners who performed the work shall be entitled not only to be reimbursed by the other Owner for its Required Share, but the performing Owner shall also receive the expenses incurred in said collection, including a reasonable attorney's fee if a court action is instituted. All repairs, replacement, maintenance or improvements made to the Easement Area shall be made to a quality customarily suitable to accomplish the purposes for which the Easement Area has been created.

VI. PERMANENT EASEMENT.

The easement created herein shall be a permanent easement that runs with the land and shall bind the Declarant, all subsequent Owners, their heirs, successors and assigns.

VII. INTEREST DUE WITH REGARD TO UNPAID OBLIGATIONS.

In the event of a failure by any Owner to pay its Required Share of any costs or expenses incurred hereunder, such costs and expenses shall, commencing thirty (30) days after the date of billing therefor, bear interest at the rate of twelve percent (12%) per annum until paid. Any Owner failing to make payments of its Required Share shall be responsible for any costs, including reasonable attorney's fees, incurred by any other Owner to compel payment thereof.

VIII. COVENANTS, AGREEMENTS AND RESTRICTIONS.

The covenants, agreements and restrictions set forth herein shall be effective as of the date hereof and shall continue in full force and effect until written agreement of all of the Owners of the parcels comprising the Easement Properties, and all parties holding mortgages secured by any parcels comprising the Easement Properties. The covenants, agreements and restrictions herein may not be terminated nor may any limit be imposed on the annual expenses to be paid by any Owner.

IX. SUBSEQUENT MODIFICATIONS.

All modifications to this declaration shall be in writing and signed by the Owners of all Easement Properties [benefitted or burdened by the easement rights created herein.] However, in the event that Declarant considers it necessary to make minor modifications to this declaration, or to the rights created hereunder, which shall not substantially interfere with any of the rights or obligations created hereunder, then the Owners of the Easement Properties will sign a modification prepared by Declarant in order to accomplish said minor modifications.

X. MISCELLANEOUS.

A. The covenants, agreements and restrictions contained herein shall be covenants running with and for the benefit of and burden upon the Easement Properties and shall be binding upon and inure to the benefit of the Owners thereof and their respective heirs, successors and assigns. The rights granted herein shall be considered to create permanent easements.

B. All communications sent pursuant to this Declaration shall be sent in writing and sent by certified mail to the last known address of the recipient.

XI. NO MERGER.

The easement rights created herein shall not merge with the fee ownership interest of any parcel.

XII. RESTORATION.

At any time that any Owner shall exercise any rights hereunder, then, when said activity is completed, the Easement Area shall be restored to the condition it was in immediately prior to said activity, except to the extent permitted hereunder.

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IN WITNESS WHEREOF, the Declarant has set its signature this 12 day of ~~December, 2019~~ ^{May, 2020}

Witnessed by:

Ellen C. Brown
Ellen C. Brown
Dorothy J. Wright
Dorothy J. Wright

1721 LLC

[Signature]
BY:
ITS:

STATE OF CONNECTICUT
COUNTY OF NEW LONDON ss. New London

May 28 12, 2020
~~December~~, 2019

On this 12 day of ~~December, 2019~~ ^{May 2020}, before me, Ellen C. Brown, the undersigned officer personally appeared, Daniel Delgrosso of 1721 LLC, duly authorized, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she/he executed the same for the purposes therein contained on behalf of 1721 LLC. In witness whereof, I hereunto set my hand,

Ellen C. Brown
Commissioner of the Superior Court
~~Notary Public~~
~~My commission expires~~

SCHEDULE A

1721, LLC – Shared Driveway Easement

Beginning at an iron pin set in the easterly line of Old Norwich Road, said iron pin being the northwesterly corner of land of 1721, LLC and the southwesterly corner of land now or formerly of Lawrence E. Swadley & Sandra L. Swadley; thence running along the centerline of a stone wall S 74°03'47" E 150.17' to a drill hole, the last course bounded northerly by said Swadley land; thence S 39°48'18" E 40.88' to a point; thence S 17°38'14" E 42.92' to a point; thence S 07°08'01" W 41.72' to a point, said point being the southeasterly corner of Lot #3 and also being the northeasterly corner of Lot #2 as shown on the hereinafter referenced plan; thence S 07°08'01" W 72.96' to a point, said point being the southeasterly corner of Lot #2 and the northeasterly corner of Lot #1; thence running along the dividing line of Lot #1 and Lot #2 S 88°15'53" W 35.72' to a point; thence N 11°34'48" E 83.18' to a point in the dividing line of Lot #2 and Lot #3; thence N 11°34'48" E 6.10' to a point; thence following the arc of a curve to the left having a radius of 80.07 and a central angle of 85°38'35" for a length of 119.69' to a point; thence N 74°03'47" W 109.26' to a point in the easterly line of Old Norwich Road; thence running along the easterly line of Old Norwich Road N 29°14'44" E 20.55' to the iron pin at the point of beginning. The above described easement being located on Lot #2 and Lot #3.

Containing 8,689, square feet, more or less

Being shown on plan entitled "Subdivision Plan prepared for 1721, LLC,
#23 Old Norwich Road, Waterford, Connecticut, Scale: 1"=30', Date: 8/2/19, Sheet #1,
Prepared by Advanced Surveys, LLC.