

**DECLARATION OF COMMON DRIVEWAY EASEMENT
AND MAINTENANCE AGREEMENT**

WHEREAS, _____, a Connecticut _____ with an office in the Town of _____, County of _____ and State of Connecticut (hereinafter referred to as Declarant) is the owner of two (2) certain pieces or parcels of land situated in the Town of Coventry, County of Tolland and State of Connecticut, known as Lots _____ as shown on a certain map or plan entitled _____, which map is on file or to be filed at the office of the Coventry Town Clerk; and

WHEREAS, the Planning and Zoning Commission for the Town of Coventry, Connecticut has approved the use of a _____ foot () driveway easement for the aforementioned lots, which _____ foot () driveway easement is for the benefit of Lots _____ and runs from the street line of _____ in a generally _____ direction as shown on said map; and

WHEREAS, the future owners of Lots _____ need to coordinate their rights and responsibilities with respect to the _____ foot () driveway easement is for the benefit of Lots _____.

NOW THEREFORE, the Declarant hereby declares the following easement and maintenance agreement:

1. There is hereby created a perpetual _____ foot () driveway easement for the benefit of Lots _____. This easement shall bind the owners of Lots _____, their successors, heirs and assigns, forever.

2. Said easement shall be approximately _____ foot () in width, and run from the street line of _____ in a generally _____ direction approximately a distance of _____ feet () as shown on said map entitled _____.

3. Said easement shall be used in common by the owners of Lots _____, and said owners shall avoid interference with the rights of each other within said easement area.

4. Said easement shall not be used for any commercial purposes, nor for the storage of any trash or other articles thereon, nor an action obstructing or interfering with the use thereof by the parties, nor any other use constituting a nuisance or annoyance to the owner of any lot.

5. All repairs and maintenance of the driveway within the common use portion of the easement shall be decided upon mutually by the owners of the lots; provided however, that the owners shall be obliged at all times: a) to maintain the surface of the driveway reasonably flat and smooth; b) to keep the driveway free from all kinds of obstacles, lest the access become obstructed to other persons lawfully using it, including emergency vehicles; and c) in wintertime to keep the driveway cleared of dangerous accumulations of ice and snow by plowing, and/or sanding as necessary. The owners of Lots _____, their heirs and assigns, shall have mutual responsibility for contracting for said maintenance, and shall make reasonable arrangements as they deem appropriate to assure that said maintenance is performed. Said owners of Lots _____,

their heirs and assigns, shall thereafter submit copies of invoices and bills from the service providers of the maintenance to the respective owners of Lots _____. The total costs of said repairs and maintenance shall be shared equally by the owners of the lots. The owners of the lots shall be entitled to reimbursement of the pro rata share of its costs from the remaining lot owner within thirty (30) days after submitting a written statement thereof. If the failure of a lot owner to reimburse the remaining lot owner in accordance with this provision should result in a lawsuit to recover the pro rata share of the costs advanced in good faith for repairs and maintenance of the common driveway described in this paragraph, then the owner of said remaining lot, if it prevails shall be entitled to recover from the owner failing to reimburse, reasonably attorney's fees, court costs and legal interest in addition to the actual repair and/or maintenance costs.

6. Each of the owners of Lots _____ shall be responsible for the construction and maintenance of individual driveways from the common driveway to their respective lots.

7. Each of the owners of Lots _____ shall maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00, property damage in the minimum amount of \$125,000.00 and medical payment insurance in the minimum amount of \$5,000.00 to cover the use of said common driveway, including guest and invitees.

8. The Declarant shall include the following language in the deeds of conveyance of Lots _____ which bind the grantees therein, their heirs and assigns, to the terms of this declaration:

“Said premises are conveyed subject to and together with the provisions of a certain Declaration of Common Driveway Easement and Maintenance Agreement, dated _____, and recorded in Volume _____, at Page _____, of the Coventry Land Records.

9. This Declaration may be modified or amended only by an instrument in writing, made and executed by all of the owners of Lots _____, including those persons or institutions holding an interest therein and recorded in the Coventry Land Records.

10. There is hereby created a perpetual easement over Lots _____ for purposes of ingress and egress for vehicular and foot traffic to and from _____ Street. Said easement is shown on said plan entitled _____. This easement shall bind the owners of Lots _____, their successors and assigns, forever.

11. This instrument, with the easement and all of the rights and responsibilities set forth herein, shall extend to the owners of Lots _____, their heirs, successors and assigns, and shall be a covenant running with the land.

12. The Declarant, for himself and his heirs, successors and assigns, acknowledges that the Coventry Planning and Zoning Commission approved the use of the Driveway at the Declarant's request. The Declarant further acknowledges, for himself and his heirs, successors and assigns, that the Town of Coventry has made no representations to the Declarant regarding the continued use of the Driveway, that the future use of the Driveway by the Lot Owners may be limited or restricted by lawful actions or decision of the Town of Coventry, and that the Town and the Commission, as well as their respective officials and members, shall have no duty, responsibility or liability whatsoever with respect to the Driveway or its use by Lot Owners and shall no obligation to enforce any provisions of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this DECLARATION OF COMMON DRIVEWAY EASEMENT AND MAINTENANCE AGREEMENT on the date first above written.

Signed, sealed and delivered
in the presence of:

Name:

By _____

Its _____
Duly Authorized

Name:

STATE OF CONNECTICUT:

:SS.

, 2_____

COUNTY OF TOLLAND :

Personally appeared _____, of _____,
signer and sealer of the foregoing instrument, and acknowledged the same to be his free act and deed
as such _____ and the free act and deed of said _____,
before me.

Commissioner of the Superior Court
Notary Public
My Commission Expires: