

Private Common Driveway Maintenance Agreement

This agreement is intended to provide for the maintenance of a common driveway leading from Edgewood Road Extension in the Town of Durham, New Hampshire to certain residential lots identified as Lots 15-1, 15-2, and 15-3. These lots and the subject common driveway are shown on a plan by David W. Vincent Land Surveying Services entitled "Subdivision and Lot Line Adjustment Plan of property in the name of County Line Holdings, LLC & Mark D. Morong 1991 Trust shown as Tax Map 1, Lots 14-5 and 15-0 located at Emerson Road, Edgewood Road & U.S. Route 4, County of Strafford, Durham, NH" recorded at SCRD as plan _____. This agreement pertains to maintenance of the common driveway area included in an area identified as "Joint Access and Utility Easement" on said plan.

The agreement shall take effect upon the final approval duly recorded at the Strafford County Registry of Deeds of Lots 15-1, 15-2 and 15-3 by the Durham Planning Board which must also include the approval of the Durham Town Council that said lots may use the Class VI portion of Edgewood Road as part of their primary access. The subject lots are also subject to a "Road Maintenance Agreement for Class VI Portion of Edgewood Road Extension" to be recorded herewith.

Parties to the agreement are the owners of Lots 15-1, 15-2 and 15-3 as depicted on said plan.

Whereas the undersigned lot owners agree to the establishment of a fair and organized system for maintaining the common driveway for the purpose of safe and reliable access to the properties identified above, and to establish a system of allocation and payment of costs for said maintenance, the parties further agree as follows:

It is agreed that the three lots shall share equally in the costs of annual maintenance of the subject common driveway. Maintenance shall include snowplowing, sanding, grading, drainage and pavement repairs. Further, each lot shall have the opportunity for an equal voice in determining the maintenance schedule and budget, provided that the maintenance schedule shall be subject to any conditions imposed by the Planning Board, Fire Department and/or Town Council pursuant to the approval of the subdivision, as well as the conditions of the NH DES Wetlands Bureau.

Once a year the parties shall meet to establish a budget for the upcoming year, to create a schedule for annual maintenance, to consider any major improvements to be made, and to elect a primary contact person for the collection of funds and management of maintenance. Each lot shall be granted one vote. The positive vote of two of the three lots shall be required to approve the budget, maintenance schedule and contact person. The positive vote of all lots shall be required to authorize any major improvements or expenditures, exclusive of annual maintenance contracts, in excess of One Thousand Dollars.

It is agreed that the parties will work together in good faith to meet the terms of this agreement in the most economical manner. However, in the event that a sufficient majority vote of lot owners is not achieved to authorize any maintenance or improvements which are required by the Town of Durham or the Fire Department to provide safe access to the lots, or to meet any conditions imposed by NH DES Wetlands Bureau, a minority of the owners shall be empowered to cause such work to be done and to recover from the non-participating lots their pro rata share of costs, plus the costs of collection of same.

This agreement is intended to provide a framework for maintenance and cost sharing only, and the parties assume no liability or obligation to one another as a result of it beyond that which is expressly stated herein. It is expressly agreed that all parties to this agreement use the common driveway at their own risk and hold harmless the other parties and the Town of Durham for any such use.

This agreement shall be recorded and shall be incorporated as an exhibit into the deeds of all three lots which are a party to it. It shall run with the land in perpetuity and shall bind all future owners of the lots, unless previously amended by affirmative vote of all of the lots, and the approval of the Town of Durham. Acceptance of a deed to any of the lots shall be deemed to include acceptance of this agreement.