

Road Maintenance Agreement for Class VI Portion of Edgewood Road Extension

This agreement is intended to provide for the maintenance of certain commonly used portions of Edgewood Road Extension in the Town of Durham, New Hampshire, specifically the Class VI portion of Edgewood Road extending from the northerly end of the Town-maintained portion of Edgewood Road to the point where the State of New Hampshire right of way begins (further known as the "subject common roadway") and identified on the subdivision plan referenced further herein as "Class VI Public Right of Way".

The agreement shall take effect only upon the the final approval duly recorded at the Strafford County Registry of Deeds of a subdivision creating Lots 15-1, 15-2 and 15-3 by the Durham Planning Board. These lots and the subject common roadway 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 _____.

Parties to the agreement are the owner(s) of Lots 15-1, 15-2, and 15-3 as depicted on said plan, and the owners of Tax Map 1, Lot 12-6 and Lot 12-9, which also use the subject common roadway as part of their primary access.

Whereas the undersigned lot owners wish to establish a fair and organized system for maintaining the said commonly used Class VI road for the purpose of ensuring 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 agree as follows:

It is agreed that the five lots shall share equally in the costs of annual maintenance of the subject common roadway. Maintenance shall include snowplowing, sanding, grading, drainage and pavement repairs. Further, each lot shall have 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 which is a condition of this agreement.

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 three of the five lots shall be required to approve the budget and maintenance schedule. The positive vote of four of the five lots shall be required to authorize any major improvements or expenditures 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 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, 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.

It is further agreed that certain improvements to the subject common roadway will be required as a condition of subdivision and that such conditions shall be the sole responsibility of owner(s) of Lots 15-1, 15-2 and 15-3. However, once such improvements have been made, subsequent maintenance shall be the responsibility of all owners under the agreement.

The subdivision of Lots 15-1, 15-2 and 15-3 will require that the improved portion of the commonly used Class VI portion of Edgewood Road subject to this Agreement shall be improved according to the approved plan. The cost of this improvement shall be the responsibility of the owner(s) of Lots 15-1, 15-2 and 15-3. Subsequent maintenance and plowing of this improvement shall be a common expense of all five lots as further defined in this Agreement.

The five lot owners also understand that the Town of Durham will provide common trash and recycling pickup at the end of the Town maintained portion of Edgewood Road, but reserves the right to withdraw this service if the area is not maintained in a neat and orderly fashion and consistent with Town ordinances.

This agreement is intended to provide a framework for maintenance and cost sharing, 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 Class VI portion of Edgewood Road 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 five lots that are a party to it. It shall run with the land in perpetuity and shall bind all future owners of the lots unless 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.