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Planning, Assessing
and Zoning

SHARED DRIVEWAY EASEMENT AGREEMENT

We, Adam R. Fogg of 25 Nute Road, City of Dover, County of Strafford, State of New Hampshire, a **single person**, Troy L. Fogg of 173 Mill Road, Town of Durham, County of Strafford, State of New Hampshire, a **single person** and Jade D. Fogg of 5 Snow Lane, Town of Nottingham, County of Rockingham, State of New Hampshire, a **married** (collectively hereinafter the "Grantor") and Scott A Righini and Clare M. Righini, a married couple, of 149 Mill Road, Town of Durham, County of Strafford, State of New Hampshire (collectively hereinafter the "Grantee") enter in the following Shared Driveway Easement Agreement:

RECITALS

WHEREAS, the Grantor is the Owner of land with any improvements located thereon identified as Lot 14-7-7 on a plan of land titled "Lot Line Adjustment/Easement Plan of The Fogg Property in Mill Road, Durham, N.H.", dated February, 2019, as revised to the date hereof, prepared by Atlantic Surveying, LLC., and to be recorded herewith in the Strafford County Registry of Deeds (the "Plan"); and

WHEREAS, the Grantee is the Owner of land with any improvements located thereon identified as Lot 14-7-5 on the Plan; and

WHEREAS, Lot 14-7-7 and Lot 14-7-5 share a driveway for the mutual benefit of each lot. Said driveway is identified as "shared driveway" on the Plan (hereinafter the "Shared Driveway"); and

WHEREAS, the parties wish to enter into an agreement that defines the rights and responsibilities of the Grantor and Grantee, their heirs, successors and assigns as it relates to the shared driveway; and

WHEREAS, the Easement Area is more particularly bounded and described as follows:

Beginning at a drill hole at the end of a stone wall on the southerly side of Mill Road at other land of the grantees; thence running S 00°48'59" E along land of said grantees a distance of 80.00 feet to land of the grantors; thence turning and running N 84°28'03" W along land of said grantors a distance of 25.00 feet; thence turning and running N 00°48'59" W along land of said

grantors a distance of 80.00 feet to the end of another stone wall at said Mill Road; thence turning and running S 84°28'03" E along said Mill Road a distance of 25.00 feet to the point of beginning.

Having an area of 1,986 square feet (0.05 acres) more or less (the "Easement Area").

TERMS

NOW THEREFORE, in consideration for the mutual covenants and promises contained herein and other good and valuable consideration conveyed, the Grantor and Grantee agree as follows:

A. Easement to Pass and Repass over Shared Driveway

The Grantor and the Grantee, their heirs, successors and assigns, shall have a reciprocal permanent easement appurtenant to pass and repass by foot, vehicle or other mode of transportation over the Shared Driveway identified on the Plan.

The Grantor and the Grantee shall be equally responsible in perpetuity to:

- 1) Maintain the Shared Driveway in safe and passable condition;
- 2) Ensure the removal of snow and ice from the Shared Driveway;
- 3) Periodically inspect the condition of the Shared Driveway;
- 4) Maintain, repair, replace and improve the Shared Driveway when necessary to provide for safe and convenient access to the lots that the Shared Driveway is intended to serve; and
- 5) Prohibit any encroachments from being located within the Shared Driveway and Easement Areas described above that would interfere with, frustrate, or make difficult the purposes of the easement.

The tenants, guests, invitees and licensees of the Grantor and Grantee shall also have the right to pass and repass by foot, vehicle or other mode of transportation over the Shared Driveway identified on the Plan.

The Grantor and the Grantee together with their tenants, guests, invitees and licensees shall exercise reasonable care in their use of the private drive so as not to cause any damage beyond ordinary wear and tear. Any Lot Owner causing damage beyond ordinary wear and tear to the private drive shall be liable to for the necessary maintenance, repair, replacement and/or improvement of the private drive resulting therefrom.

B. Easement Area Financial Responsibilities

The Grantor and Grantee shall be equally financially responsible for the maintenance, repair and improvement of the private drive.

If either the Grantor or Grantee incurs a greater share of costs associated with necessary maintenance, repair, replacement and/or improvement of the private drive, the Lot Owner paying the greater share of costs shall be entitled to reimbursement from the other Lot Owner for their proportionate share of the costs. The Lot Owner paying the greater share of costs shall be entitled to proportionate reimbursement from the other Lot Owner within thirty (30) days of delivering written notice of the costs incurred together with receipts or other reasonable evidence thereof. If any written request for reimbursement remains unpaid beyond thirty (30) days from when written notice was delivered, the Lot Owner paying the greater share of costs may bring legal action to collect the unpaid balance against the other Lot Owner and shall be entitled to a lien for the same. The prevailing party in any such action shall be entitled to reasonable costs and attorney fees incurred.

C. Written Notice

Any written notice required under this Declaration shall be valid if sent by certified mail or hand-delivered to the last known address listed for the Grantor or Grantee with the Town Assessing Department.

D. Appurtenant Easement and Covenants

This Agreement and the rights and obligations contained herein shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the of the Grantor and Grantee.

E. Amendment

This Agreement rights and obligations contained herein may be amended from time to time by written agreement of the Lot Owner, which agreement shall be recorded in the Strafford County Registry of Deeds.

F. Non-Contractual Transfer

This is a non-contractual transfer that is exempt from the New Hampshire Real Estate Transfer Tax pursuant to RSA 78-B:2, IX.

Executed this _____ day of _____, 2019.

By: _____
Adam R. Fogg

By: _____
Troy L. Fogg

By: _____
Jade D. Fogg

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this _____ day of _____, 2019, before me, the undersigned officer, personally appeared Adam R. Fogg, Troy L. Fogg and Jade D. Fogg, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and further acknowledged that they executed the foregoing for the purposes contained therein.

Notary Public/Justice of the
Peace My commission expires:

Executed this _____ day of _____, 2019.

By: _____
Scott A Righini

By: _____
Clare M. Righini

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this _____ day of _____, 2019, before me, the undersigned officer, personally appeared Scott A. Righini and Clare M. Righini, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing instrument and further acknowledged that they executed the foregoing for the purposes contained therein.

Notary Public/Justice of the
Peace My commission expires: