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Joseph Falzone ,LLC  
7-B emery Lane  
Stratham, NH 03885

**COMMON DRIVEWAY EASEMENT AND MAINTENANCE PLAN  
AGREEMENT**

**Rockingham County  
Brentwood Road and  
Spruce Street  
Exeter, NH**

Joseph Falzone, LLC a New Hampshire limited liability company having a place of business at 7-B Emery Lane, Stratham, Rockingham County, New Hampshire 03885 ("Falzone"), is the owner of the following property by deed dated \_\_\_\_\_ recorded in Rockingham County Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_\_:

**Lots 1 through 5** as shown on subdivision plans entitled "\_\_\_\_\_, Exeter, NH" dated \_\_\_\_\_ as revised, prepared by \_\_\_\_\_, as recorded in the Rockingham County Registry of Deeds as Plan # \_\_\_\_\_, as amended (the "Plan"), to which plan reference may be had for a more particular description.

**Lots 1 through 5** as shown on the Plan, to which plan reference may be had for a more particular description.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Lots 1 through 5, which rights shall be appurtenant to and run with the title to Lot 1 through 5, the perpetual right and easement to use in common with Lots 1-5 that portion of the driveways that are shown on the plan from both Brentwood Road servicing lots 2 and 3 **as exclusive access** and from Spruce Street lots servicing lots 1, 4 and 5 **having exclusive access**. Particularly described as follows:

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1. Said easement is for all purposes for which driveways are now or may hereafter be used in the Town of Exeter, including without limitation, access on foot and by motor vehicle and including installation, maintenance, replacement, removal

and use of underground utility lines, including without limitation sewer, water, drains, electrical lines, telephone lines and cable television lines.

2. Owners of each lot, agree as follows:

- a. Owners and their successors in title to Lot 1-5 shall have the right to use and enjoy the foregoing rights and easement for the purposes stated in common with the owners and their successors. Lots 2 and 3 share the access from Brentwood Road and lots 1, 4, and 5 from Spruce Street.
- b. If Falzone (collectively referred to as "lot owners") shall make any excavations within the easement area in connection with their easement rights or ownership rights, respectively, they will soon as possible, restore the property to pre-existing condition.
- c. Each lot owner will indemnify and save the other harmless from and against any loss, damage or liability arising out of the exercise of the use of the easement area.
- d. Each lot owner shall be responsible for their equal share of the cost of maintenance (For lots 1 through 5 the share is 20% of the easement area, including without limitation, paving and maintenance of the driveway surface and snow removal along with landscaping such as plantings along driveway and trimming are to be the only cost that are invoiced separately for those charges (2-owners specific to common drive off Brentwood Rd. & 3-owners specific to common drive off Spruce St.) with all utility work that may be needed from time to time, and each lot owner agrees to keep the area maintained and in good condition at all times.
- e. Each lot owner agrees for themselves, their successors and assigns that no use of the easement area shall hinder or prohibit or unreasonably interfere with or interrupt the use of the easement area by others entitled thereto.
- f. Each lot owner agrees for themselves, their successors and assigns, that there shall be no parking or storage of any vehicles, boats or other recreational vehicles, trailers or equipment either temporarily or permanently within the easement area.
- g. This easement is granted and accepted with the express understanding that the covenants and obligations contained in this agreement shall be enforceable by each lot owner.

Executed this \_\_\_ day of \_\_\_\_\_.

**Joseph Falzone, LLC,**

\_\_\_\_\_  
Joseph Falzone, Managing Member

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STATE OF NEW HAMPSHIRE  
COUNTY OF Rockingham

This instrument was acknowledged before me on \_\_\_\_\_ by, . Managing Member of Joseph Falzone, LLC.

\_\_\_\_\_  
Notary Public / Justice of the Peace  
My commission expires: \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
COUNTY OF ROCKINGHAM

This instrument was acknowledged before me on July \_\_\_\_, 2006 by Daniel J. Owens and Rachel K. Owens.

Notary Public / Justice of the Peace  
My commission expires: \_\_\_\_\_