

## COMMON DRIVEWAY MAINTENANCE AGREEMENT

This agreement is made by and between Laura Smith & Mark Smith (hereinafter "Smith"), with a principal place of residence of 281 Littleworth Road Madbury NH 03823 and \_\_\_\_\_ (hereinafter "xxxxx") having a mailing address of \_\_\_\_\_ Strafford County, New Hampshire.

### Explanatory Statement

Smith is the owner of abutting residential lots which share a common driveway, located partially on each lot and extending over the one lot to access the other lot as shown on plan entitled "Subdivision and Lot Line Adjustment prepared for Laura & Mark Smith for properties located on 281 Littleworth Road, Madbury, New Hampshire" dated November 2015 drawn by Berry Survey & Engineering Associates Inc and recorded in the Strafford County Registry of Deeds as Plan XX\_XXX (the "Plan"). Smith owns both lots as shown on the Plan, but by deed of even date is conveying lot xx to XXXXXXX. The parties intend to equitably share in the construction, repair and maintenance costs relating to the Driveway and, by this agreement wish to confirm that shared obligation with respect to the portion of the Driveway commonly used to access both lots.

Now, Therefore, intending to legally bind themselves, their successors and assigns, specifically an successor owners to the lots shown on Plan xx-xx, the parties agree as follows:

1. The parties agree, for themselves and their successors in title, to jointly maintain and keep in good repair the Driveway, including without limitation, grading, paving, repairing, lawn mowing, snow plowing and associated winter and other maintenance. The parties shall mutually agree on any third party contracted to perform said maintenance and repair(s).
2. Smith, for itself and any future owners of the lot and lot one, agrees that the owners of each lot shall equally share in the cost of the Driveway maintenance of that portion of the Driveway running from Littleworth road, running across lot 1 to the point where it enters into the lot 2,
3. The xxxxx for themselves and any future owners of lot 2, agree that the owners of lot 1 shall share equally in the cost of the driveway maintenance of that portion of the Driveway running from Littleworth Road across lot 1 and to the point where it enters onto lot two, and to exclusively assume the cost of maintenance relating to that portion of the driveway that continues past lot one onto lot 2.

This instrument is executed by its owners Laura Smith & Mark Smith

IN WITNESS WHEREOF, the parties have signed this agreement on  
\_\_\_\_\_ 2011 .

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Laura Smith

\_\_\_\_\_  
Witness

\_\_\_\_\_