

DRIVEWAY MAINTENANCE AGREEMENT

John A. Leonardi and Kelley A. Leonardi are the owners of lot 7-1-1 which is depicted on a preliminary plan entitled "Subdivision Plan, Assessor's Map 58 Lot 7-1, 41 Poor Farm Road, Nottingham NH, Land of Jeffrey S. & Susan L. Paradis" recorded as Plan D-42304 in the Rockingham County Registry of Deeds. See Deed from Jeffrey S. Paradis and Susan L. Paradis dated October 5, 2020 recorded at Book 6174, Page 1687. Daniel F. Lagrange is the owner of lot 7-1-2 on the aforesaid plan. See deed from Jeffrey S. Paradis and Susan L. Paradis dated October 16, 2020 and recorded at Book 6179, Page 2623. Both of the lots are served by a driveway which runs from Poor Farm Road and is located on the parties' respective properties. The parties agree as follows:

1. This agreement is binding upon the parties hereto and any party who in the future obtains title to either of the lots which are served by the driveway.
2. The owners of the lots which are served by the driveway agree to maintain, repair, plow, sand and replace the surface of the driveway so that it is reasonably safe and maintained in a good and passable condition. The cost of maintaining the driveway is to be shared equally between the parties who own the respective lots.
3. No lot owner shall make any improvements except for normal repair, maintenance and snowplowing without the written consent of the other lot owner.
4. Any and all decisions with respect to the nature and extent of the work to be done, the individual or entity to be employed, the total amount of money to be expended, or any and all other matters or questions relating to the driveway shall be determined by a joint agreement of the parties.
5. Each lot owner shall contribute an equal share of the total cost of the driveway that is shared by the lot owners.
6. In the event the lot owners are unable to resolve amicably a dispute arising out of or in any way related to this agreement then either lot owner shall have the right to invoke the remedy of mediation by noticing their determination to do so to the other lot owner. The cost of the mediation shall be borne equally by the lot owners.
7. This agreement shall be deemed as running with the land and benefiting and burdening the respective lots on the plan.

Dated: _____, 2020

John A. Leonardi

Kelley A. Leonardi

State of New Hampshire

County of _____

On this _____ day of _____, 2020, personally appeared before me the above named John A. Leonardi and Kelley A. Leonardi who acknowledged the foregoing to be their free act and deed.

Notary Public

Daniel F. Lagrange

State of New Hampshire

County of _____

On this _____ day of _____, 2020, personally appeared before me the above named Daniel F. Lagrange who acknowledged the foregoing to be his free act and deed.

Notary Public

