

**DECLARATION OF COMMON DRIVEWAY EASEMENT
ISAAC FRYE HIGHWAY, WILTON, NEW HAMPSHIRE**

This Declaration is made this 19TH day of February, 2016 by **H. James Kennedy** of 107 Maple Street, Wilton, New Hampshire 03086 ("Declarant") and concerns real estate located at 539 Isaac Frye Highway, in Wilton, County of Hillsborough and State of New Hampshire

- 1. Plan.** Declarant is the owner of Lots F/3-1 and F/3-2 located on Isaac Frye Highway in said Wilton as shown on a plan of land entitled "Subdivision Plan, Tax Lot F/3 for H. James Kennedy, 539 Isaac Frye Highway, Wilton, NH Hillsborough County, EDM & Theodolite Survey, Control Traverse: 1/10,000+, Scale: 1"=60' December 2015", by Arthur F. Siciliano Jr., Land Surveyor, and to be recorded in the Hillsborough County Registry of Deeds ("the Plan").
- 2. Description of Common Driveway Easement.** Lots F/3-1 and F/3-2 shall be subject to a Common Driveway Easement. The Common Driveway Easement shall consist of a shared or common driveway which runs from the westerly side of Isaac Frye Highway. The first portion of the Common Driveway Easement crosses the frontage portion of Lot F/3-2 and is shown on the Plan as the "Driveway Easement Detail For Lot F/3-1." The existing driveway is to be used as the traveled way. The second portion of the Easement passes onto and crosses the northwesterly side of Lot F/3-1 and is shown on the Plan as the "Driveway Easement Detail for Lot F/3-2." The Common Driveway Easement then ends at the boundary of Lot F/3-2. Any driveway continuing on from that boundary shall be for the sole use of Lot F/3-2.
- 3. Right to Pass.** The Common Driveway Easement shown on the Plan shall include the right of the owners, and their invitees, of Lots F/3-1 and F/3-2 to pass and repass for any purpose. It shall include the right to pass and repass by vehicles and on foot for any purpose for the purpose of servicing the respective lots.
- 3. Utilities and Other Uses.** This Common Driveway Easement shall include the right of any lot owner to install and maintain poles and to install underground or aboveground utility lines. Installation of utility lines shall be made in such a way so as not to interfere with this

right of access. The right of access shall not include the right to park within the easement area, or otherwise to obstruct the easement area, but any lot owner may maintain and landscape the unused portion of the easement area, provided such use does not interfere with access and utility lines.

4. **Plowing and Maintenance.** Responsibility for maintenance and plowing of the common driveway as shown on the Plan shall rest jointly with the owners of the Lots F/3-1 and F/3-2. Said owners shall plow, maintain and repair the common driveway within the Common Driveway Easement. The common driveway is not paved now and shall be maintained in that condition unless and until one owner chooses to pave all or a portion of it at their own expense. Each lot owner shall be responsible for his or her equal share of the expense for such plowing, repairs or maintenance. If sums are advanced by one owner for these purposes the other lot owner shall reimburse the first for their half share of such expenses within 30 days. The obligation to share plowing costs shall not be effective until there are houses on both lots.
5. **Driveway on Lot F/3-1 Could Be Moved.** Lots F/3-1 and F/3-2 shall be held and conveyed subject to this Common Driveway Easement as set forth in this Declaration unless and until the owner of Lot F/3-2 chooses to relocate his or her driveway entirely onto Lot F/3-2. In this case then only the first portion of the Common Driveway Easement on Lot F/3-1 would remain for the benefit of Lot F/3-1 and the obligation to jointly plow and maintain the common driveway would be limited to that first shared portion.
6. **Town Not Obligated.** The Town of Wilton does not, and shall not, have any obligation to maintain any portion of the common driveway shown on said plan.
7. **Ownership.** The ownership of the common driveway set forth as aforementioned shall be the same as the ownership of the lot over which such private way is located, subject to the easement.
8. **Title.** Meaning and intending to declare a common driveway easement over a portion of the premises conveyed by Millicent C. Kennedy to Millicent C. Kennedy and Harold E. Kennedy, as joint tenants with rights of survivorship, by deed dated July 25, 1978 and recorded in the Hillsborough County Registry of Deeds in Book 2626, Page 247. Millicent C. Kennedy died on July 9, 1999 and her death certificate is recorded in said Registry of Deeds at Book 6140, Page 1342. Harold E. Kennedy died on July 21, 2006 and his death certificate is recorded with the Estate of Harold E. Kennedy, Hillsborough County Probate Court Case No. 2006-1930. Declarant's title is as the sole heir of his father, Harold E. Kennedy.

Dated this 19th day of February, 2016.

H. James Kennedy
H. James Kennedy

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 19th day of February,
2016 by H. James Kennedy.

Alyssa L. Proctor-Russell
Justice of the Peace/Notary Public

