

**DECLARATION OF PRIVATE WAY EASEMENT
AND
MAINTENANCE AGREEMENT**

Harold James Kennedy, with an address of PO Box 73, Wilton, NH 03086 (“Declarant”), hereby enters into this Declaration of Private Way Easement and Maintenance Agreement (“Declaration”) for the purposes of establishing and access easement on property located on Isaac Frye Highway in, Wilton, County of Hillsborough, State of New Hampshire, as follows:

1. Declarant hereby establishes the non-exclusive perpetual right and easement for egress and ingress for pedestrians and vehicle traffic over and along a 30' wide private way (“the Private Way”) located on Map F / Lot 3-1 and Map F / Lot 3-3, each situated on and off Isaac Frye Highway in the Town of Wilton, County of Hillsborough, State of New Hampshire, said lots and easements begin shown on a plan entitled “Subdivision Plan, Map F / Lot 3, prepared for Harold James Kennedy, 539 Isaac Frye Highway, Town of Wilton, Hillsborough County, New Hampshire, Dated 8/28/06.” Prepared by Sandford Surveying & Engineering, Inc., and recorded in the Hillsborough County Registry of Deeds.

Said easements containing 43,316 square feet or 0.994 acres in total, of which 11,029 square feet or 0.253 acres is located on Map F / Lot 3-1 and 32,287 square feet or 0.741 acres is located in Map F / Lot 3-3.

2. This easement is to benefit the owners of Map F / Lot 3-1, Map F / Lot 3-2, Map F / Lot 3-3 (“Benefiting Lots or singular, “Benefiting Lot”) for the sole purpose of granting a full and unobstructed access easement to said lots over Map F / Lot 3-1, Map F / Lot 3-3. The easement shall include the right to use the Private Way in order to install, maintain and repair utilities, including but not limited to telephone, power and cable services. No other use or improvement shall be permitted with the easement.

3. Declarant hereby establishes that the owners of the Benefited Lots shall be mutually responsible for the maintenance and repair of the Private Way and easement area used in common, with any cost incurred equally borne by them. Maintenance and repairs shall be undertaken upon mutual approval of the owners of the Benefited Lots, except that in the event of an emergency, any owner of Benefited Lot may cause the emergency repairs to be undertaken. If the Private Way is damaged as a result of the negligence of the owner of a Benefited Lot or that of its agent, invitees, or contractors the negligent party shall be solely responsible for repairing any such damage. Notwithstanding the forgoing, the owner of a Benefited Lot, which does not have a house under construction, shall not be obligated to pay for its proportionate share of the maintenance and repair of the Private Way.

4. The Private Way and easements area shall provide the sole access to the subject lots and no further access from Isaac Frye Highway shall be allowed without the express permission of the Town of Wilton. It is further acknowledged that the Town of Wilton has no responsibility to provide maintenance of said way and that Declarant, their grantees and / or assigns, shall not petition to make said way a town road without the express recorded permission of the Town of Wilton Planning Board.

5. The owners of the Benefited Lots hereby agree to indemnify and hold each other harmless as a result of any claim whatsoever, including but not limited to personal injury or property damage, arising from the use of the Private Way and easement area for the purposes described herein.

6. This declaration is a material condition of the Town of Wilton's Planning Board's approval of the referenced subdivision plan and cannot be varied in substantive terms without the prior approval of the Town of Wilton Planning Board.

7. This Declaration shall be binding on the heirs and assigns of the owners of Benefited Lots.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this _____ day of _____, 2006.

Witness

Harold James Kennedy

STATE OF NEW HAMPSHIRE
HILLSBOROUGH COUNTY

On this the _____ day of _____, 2006, before me, the undersigned officer, personally appeared, (known to me or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that the foregoing to be his free act and deed.

Justice of the Peace/Notary Public
My Commission Expires:

Date

Justice of the Peace / Notary Public