

DECLARATION OF
COMMON DRIVEWAY EASEMENT

KNOW ALL PERSONS by these presents that **KRJ Finance LLC** with a business address of 254 Drake Hill Road, Town of Strafford, County of Strafford, State of New Hampshire 03884, the owner of record of certain tracts or parcels of land situated in the Town of Strafford and Strafford, County of Strafford, State of New Hampshire 03884 as identified below, does hereby declare this Declaration of Driveway Easement, hereafter "Declaration," over the property as is more specifically set forth herein.

WHEREAS the Declarant is the owner of certain tracts or parcels of land situated in the Town of Strafford and Strafford, County of Strafford, State of New Hampshire by deed of Rebecca A. Whitcher Trust and recorded in the Strafford County Registry of Deeds at Book 5012, Page 883, said tract or parcel of land being known and identified on the tax map of the Town of Strafford circa 2021 as Tax Map 1, Lots 22 & 23; and

WHEREAS, the Declarant secured subdivision approval from the Town of Strafford Planning Board to subdivide the said Lot 22 and a portion of lot 23 into two (5) separate tracts or parcels of land, being shown as (1) Tax Map 1, Lot 22-1 and (2) Tax Map 1, Lot 22-2, (3) Tax Map 1, Lot 22-3, (4) Tax Map 1, Lot 22, and (5) Tax Map 1, Lot 23 all as shown on that certain plan entitled "Subdivision Plan, Land of KRJ Finance LLC, Webber Road, Strafford, N.H., Tax Map 1, Lot 22" and "Lot Line Revision Plan Land of KRJ Finance LLC, Webber Road, Strafford, N.H., Tax Map 1, Lot 22 & 23" prepared by Berry Surveying & Engineering dated April 11, 2022 (hereafter the "Plan"), said plans to be recorded in the Strafford County Registry of Deeds; and

WHEREAS, as a condition of subdivision approval a certain shared common road or driveway easement agreement is required to be duly recorded in the Strafford County Registry of Deeds to provide for the construction, maintenance and/or repair of the shared common driveway that is situated on Tax Map 1, Lot 22-3 being created therein to provide access to Tax Map 1, Lot 22 and Lot 22-3; and

WHEREAS the Declarant wishes to declare and establish the said shared driveway easement agreement setting forth the respective rights and obligations of the owners of record of the two (2) subject lots be created under the subdivision approval, all as is more specifically set forth herein.

NOW THEREFORE, the Declarant does hereby declare and establish the following shared driveway easement as set forth below.

1. This Declaration hereby declares and grants a reciprocal deed of easement over the lot identified as Tax Map 1, Lot 22-3 and Lot 22 owned by the Declarant for the purpose of construction, operation, maintenance and repair of a shared driveway that provides access and egress from the said Lots 22-3 and 22 to and from Webber Road in the Town of Strafford, New Hampshire and the streets and ways of the said town and the State of New Hampshire (hereafter the "streets and ways"). The shared driveway is generally depicted as the "Gravel Driveway" on the said Subdivision Plan, and runs along the northerly boundary of lot 22-3, and is more particularly designed and described on the recorded easement plans and construction drawings by Berry Surveying & Engineering, approved by the Planning Board.

2. This shared driveway easement is declared and conveyed to grant unto the owners of record of said Lots 22-3 and 22, and their heirs, successors or assigns, together with their invitees, licensees or guests, and to those public safety agencies of the Town of Strafford, or other governmental agencies as may be necessary and appropriate for the provision of emergency services to the said lots, and subject to the terms of this instrument, the right to pass and repass over said Lots 22-3 and 22 for the purpose of ingress and egress to the said lots. The owners of record of both lots shall equally share in all costs and expenses involved in the year round maintenance and upkeep of the common driveway area, contributing to maintaining the shared driveway at all times in a passable condition for passenger vehicles, service vehicles, utility vehicles, police, fire, ambulance or other emergency vehicles, and any and all vehicles necessary to service and maintain, on a routine or emergency basis, the improvements situated upon the subject parcels. The share shall be one-half (1/2) of the cost of such maintenance, upkeep or repair per parcel, unless some other measure of calculating the share shall be agreed, in writing, signed by all owners of record of the lots subject to the terms hereof, said amendment hereto being effective upon the same being duly recorded in the Strafford County Registry of Deeds as an

amendment hereto. In the event that the owners of record of any of the subject parcels shall fail, neglect, refuse or otherwise default in the obligation to pay their pro-rated share of the costs of maintenance, upkeep or repair of the common driveway, then the non-defaulting party shall be entitled to a lien upon the premises of the defaulting party by recording of a Notice of Lien, which right to such lien shall be a contractual right as provided in this instrument, and without the necessity of filing suit or compliance with RSA 511, with costs of collection and interest at the rate of eighteen percent (18%) per annum, until all sums due are paid or repaid in full.

3. No structure or building may be placed or located upon either lot in any manner, whether permanent or temporary, that impairs the use of the common driveway. No bar, gate or restriction may be placed upon said common driveway. No vehicle, equipment, supplies, material or any item whatsoever shall be placed, parked, stored or left in, at or upon the common driveway in such a way as to impede or prevent the use and enjoyment thereof. No so-called "speed bumps" may be placed upon common driveway unless the owners of record of both said lots consent thereto. Any tree, shrub or material may be cut or removed for a distance of approximately ten feet (10') from the edge of the common driveway, as it may exist now or be relocated in the future, in order to maintain safe sight lines or otherwise support the use of the common driveway to ensure the safe passage of vehicles of all types to pass and repass on the common driveway as set forth herein.

4. This easement shall be *in rem*, shall run with the land, and be binding upon the current and all future owners of record of the two (2) lots identified above. Whereas this Declaration is being recorded as a condition of subdivision approval by the Town of Strafford as part of a common plan of development, the doctrine of merger shall not invalidate the easement rights granted or the obligations set forth herein, as this instrument is being recorded with the specific intent of binding the future owners of record of the subject lots upon the conveyance of said lots by the Declarant.

Meaning and intending to declare reciprocal easements across portions of the property of the Grantor acquired by deed of Rebecca A. Whitcher Trust and recorded in the Strafford County Registry of Deeds at Book 5012, Page 883 said deed is dated February 17, 2022.

There is no consideration paid for the grant of this easement; minimal transfer taxes are due. This is not homestead property.

In witness whereof, I have executed this instrument on this the ____ day of _____, 2023.

KRJ Finance LLC

Witness By: Michael Whitcher, Managing
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD, ss.

The foregoing instrument was acknowledged before me by Michael Whitcher, as Managing Member of the KRJ Finance LLC, known to me or satisfactorily proven to be the person whose name is subscribed hereon, who acknowledged that he executed the within of his own free act and deed for the purposes therein contained.

Dated: _____
Notary Public/Justice of the Peace
My Comm. Exp.: _____