

Return to:  
Bernstein, Shur, Sawyer & Nelson, PA  
Attn: GEM  
670 North Commercial Street, Suite 108  
P.O. Box 1120  
Manchester, NH 03105-1120

**DECLARATION OF COMMON DRIVEWAY EASEMENT,  
WATER EASEMENT, AND SEWER EASEMENT**

NOW COMES **CJL, LLC**, a New Hampshire limited liability company with an address of 400 Bedford Street, City of Manchester, County of Hillsborough, and State of New Hampshire 03101 (hereinafter referred to as “CJL”), and declares the following common driveway easement, common water easement, and common sewer easement on land located at 3 Chester Turnpike, Allenstown, County of Merrimack, and State of New Hampshire.

WITNESSETH:

WHEREAS, CJL owns three (3) certain tracts or parcels of land shown as Lot 29, Lot 29-1, and Lot 29-2 (collectively, the “Lots”), as shown on a plan entitled “Lot Line Adjustment & Subdivision Plan, Tax Map 109, Lots 29 & 29-1, 3 Chester Turnpike, Allenstown, NH, Owner: CJL, LLC” prepared by Eric C. Mitchell & Assoc. Inc., dated July 24, 2019 and recorded in the Merrimack County Registry of Deeds as Plan No. \_\_\_\_\_; and

WHEREAS, CJL wishes to ensure continued ingress, and egress as well as use of water and sewer lines servicing its properties by utilization of the common driveway shown on the above-referenced plan as well as water and sewer lines located or to be located on the lots above-referenced;

NOW, THEREFORE, CJL, wishing to protect and allow for the continued use of the common driveway easement, common water easement, and common sewer easement to benefit the Lots hereby imposes and declares the following covenants, restrictions, and conditions as contained herein:

1. By this Declaration, CJL acknowledges that the common driveway as shown on the above-referenced Plan shown as “Proposed Access to be shared by all 3 Lots” shall be used in common by Lot 29, Lot 29-1, and Lot 29-2 for access to the respective Lots.
2. The cost to repair, plow, and maintain the common driveway easement shall be shared equally between the owners of the Lots.
3. The owners of the Lots shall cooperate in keeping the common driveway easement free and clear of snow, debris, vehicles of any type and other traffic hazards including,

but not limited to, the parking or storage of trailers, boats, and any other object within the common driveway easement. It is acknowledged that there is no obligation on the part of the Town of Allenstown to maintain the common driveway easement described on the above-referenced Plan.

4. By this Declaration, CJL acknowledges that water lines and/or sewer lines have been or will be installed on all three lots to service existing or proposed buildings shown on the above-referenced Plan.

5. To the extent that the referenced water and sewer lines are not repaired or maintained by the Town of Allenstown water and sewer departments, respectively, thus, remain part of the privately owned infrastructure located on the above-referenced lots, the cost to repair and maintain the water and sewer lines shall be shared equally between the owners of the Lots.

Notwithstanding the foregoing, any separate water or sewer entrances to the existing or proposed buildings which service only the separate building shall be repaired or maintained by each lot Owner and shall not be shared equally of the owners of all lots. It being the intent of this water and sewer easement that the lot owners shall share equally in the cost to repair or maintain those portions of the water and sewer lines that are used in common by all three lot owners. The owners of the lots shall cooperate in keeping the water and sewer easement areas clear of obstructions which shall include structures and significant landscaping in order to allow repair and maintenance of the water and sewer lines when needed. It is acknowledged that there shall be no obligation on the part of the Town of Allenstown to maintain the common water and sewer easement described herein and the water mains and sewer pipes located thereon.

6. By this Declaration, enforcement of the obligations of CJL and any owners of the prior referenced Lots shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of these covenants. A violation shall include, but is not limited to, failure to pay each lot owners equal share of the repair, plowing, or maintenance costs in conjunction with each easement. In addition, as provided above, a violation can include parking on or blocking any portion of the right-of-way or installing immovable structures which block access to the common driveway, water and sewer easement areas. The Town of Allenstown shall have the right to enforce or prosecute by legal or equitable action any violations of the covenants contained herein. Reasonable attorney's fees will be paid by the person or persons in violation to any person or entity bringing any enforcement action if enforcement action is needed for such violations.

7. The rights created herein shall not be released or extinguished without the written approval of the Town of Allenstown Planning Board, CJL, its heirs, successors or assigns, and all lot owners.

8. CJL agrees that a copy of this Declaration shall be recorded in the Merrimack County Registry of Deeds and that all future Deeds executed by CJL after the date of this Declaration conveying any interest in or to said lands described herein shall be subject to same. Thus, these Covenants shall be incorporated and made a part thereof by reference to this instrument.

WITNESS its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CJL, LLC

\_\_\_\_\_  
By: Charles W. Morgan, Manager

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared Charles W. Morgan, Manager of CJL, LLC, known to me or satisfactorily proven, to be the person described in the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_