

### **SHARED DRIVEWAY AGREEMENT**

NOW COMES the undersigned, Gladiola Lane Development, LLC, ("Gladiola") which owns a fee simple interest in certain real estate in Dover, Strafford County, New Hampshire, more particularly described below and as owner of said land desires to subject a portion of the land to this Shared Driveway Agreement (the "Agreement"), and says as follows:

WHEREAS, Gladiola owns a certain parcel of land which has been subdivided including those lots shown as Lots 4, 5, and 20 on a plan of land entitled "Long Meadow Subdivision Plan, Tax Map A, Lot 28, Sixth Street, Dover, New Hampshire" prepared by McEneaney Survey Associates, Inc., dated 4/26/06 with revision #8 dated 1/24/08 and recorded in the Strafford County Registry of Deeds as Plan #93-39, 93-40, 93-41. Lots 4, 5, and 20 shall be referred to as the "Lots" and the above-referenced plans shall be referred to as the "Plan"; and

WHEREAS, Gladiola has constructed a driveway ("Shared Driveway") for the purpose of egress and access to the Lots; and

WHEREAS, the Shared Driveway will be the only means of accessing said Lots 4, 5, and 20; and

WHEREAS, Gladiola desires to set out the burdens and benefits to the owners of Lots 4, 5, and 20 (referred to individually as "Owner", and collectively as "Owners"), as to the Shared Driveway;

NOW THEREFORE, the following obligations and benefits shall pertain to the Shared Driveway:

1. Gladiola has constructed the Shared Driveway on a portion of the Lots, which Shared Driveway is identified on the Plan as the Common Driveway Easement, for the purpose of providing a common means of access and egress to the Lots.
2. The Owners of the Lots shall each have the non-exclusive right to use the Shared Driveway for the purpose of access and egress to the Lots.
3. Any and all costs relating to the maintenance, and upkeep of the Shared Driveway, including but not limited to snow removal, repair, maintenance and replacement of the Shared Driveway, shall be shared equally among the Owners of the Lots.
4. The Owners shall decide who to employ to provide the above described services. The Owners shall establish a yearly budget for such costs, and shall determine among themselves how monies assessed pursuant to said budget shall be collected, and disbursed. A majority of the

Owners shall have the power to make any decisions relating to the Shared Driveway and the decision of the majority of the Owners shall be binding on all of the Owners.

5. Each Owner shall include the Shared Driveway on his/her insurance policy as if said Owner owned the Shared Driveway on his/her own. Any Owner may request proof of such insurance from any other Owner, and the same shall be delivered within two weeks of making such a request.

6. No Owner shall park cars, store vehicles, toys, bikes or other playthings, equipment of any kind, or any other object which interferes with the access to or egress from the Shared Driveway by any other Owner.

7. Each Owner shall place any trash cans or recycle bins, brush, or any other waste for pick-up on the Shared Driveway in such a way as to not interfere with the ability of the other Owners to cross over the Shared Driveway or to access the Lots. Each Owner shall further remove any and all emptied cans or bins within 24 hours after such cans or bins have been emptied.

8. No Owner shall erect a fence, wall or similar structure on the Shared Driveway that might interfere with the use of the Shared Driveway by the other Owners.

9. If any of the Owners fails or refuses to pay their portion of any bills or assessments relating to the Shared Driveway, the non-paying Owner shall be charged a penalty equal to fifty percent (50%) of their portion or assessments in addition to the amount owed.

10. In the event of a dispute arising with regard to any of the provisions of this Agreement, any Owner may cause the same to be referred to arbitration in accordance with the rules of the American Arbitration Association, or, such disputes may be submitted to private binding arbitration only upon agreement of all of the Owners.

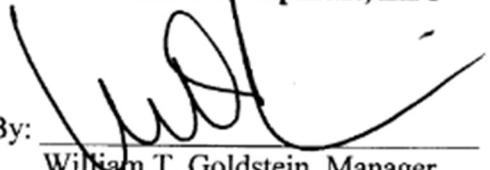
11. If any Owner is forced to pursue collection of any amounts due from any other Owner of the Lots, the non-defaulting Owner(s) shall be entitled to recover their cost of collection, including reasonable attorney's fees, from the defaulting Owner.

12. This Agreement shall not be modified except in writing signed by all Owners, their successors or assigns.

13. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns.

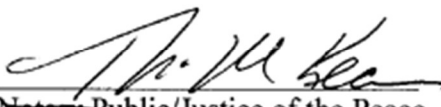
14. This Agreement shall be governed by the laws of the State of New Hampshire.

**Gladiola Lane Development, LLC**

By:   
William T. Goldstein, Manager

State of New Hampshire  
County of Rockingham

This instrument was acknowledged before me on September 3, 2009 by William T. Goldstein as Manager of Gladiola Lane Development, LLC.

  
Notary Public/Justice of the Peace

Thomas M. Keane  
Justice of the Peace  
My commission expires  
Commission Exp. 01-16-13