

After recording return to:  
Atty. Daniel J. Harkinson  
Harkinson Law Office, PLLC  
89 Charles Street  
Rochester, NH 03867

## **DRIVEWAY AND OVERHEAD UTILITY EASEMENT DEED**

**SCOTT DOUGHTY**, as Trustee of the **S & D Doughty Family Revocable Trust of 2006** and **DARLENE DOUGHTY**, as Trustee of the **S & D Doughty Family Revocable Trust of 2006**, married individuals with a mailing address of 252 Second Crown Point Road, Barrington, New Hampshire 03825 (“Grantor”), in consideration of mutual friendship, hereby grant and convey to **JOSEPH P CARBAUGH AND VIRGINIA M. CARBAUGH**, married individuals with a mailing address of 282 Second Crown Point Road, Barrington, New Hampshire 03825 (“Grantee”), as joint tenants with right of survivorship, and to their heirs, successors, and assigns, with QUITCLAIM COVENANTS, a certain driveway easement on and over the Grantor’s property located at 252 Second Crown Point Road, Town of Barrington, Strafford County, New Hampshire, more particularly described as:

A certain driveway easement running along the westerly most boundary of the Grantor property shown as Tax Map 101, Lot 76 on a certain plan entitled: “PROPOSED MINOR SUBDIVISION PLAN”, AND “DRIVEWAY & EASEMENT PLAN”, LAND OF JOSEPH P. & VIRGINIA M CARBAUGH, 282 SECOND CROWN POINT ROAD BARRINGTON, NH TAX MAP 203, LOT 7” prepared by Berry Surveying & Engineering, dated January 23, 2014, as further revised and recorded in the Strafford County Registry of Deeds as Plan #\_\_\_\_\_ (“Plans”). Said easement

contains 2,631.03 square feet, is shown as “PROPOSED DRIVEWAY EASEMENT” on the Plan and described as follows:

Beginning at the sideline of Second Crown Point Road at an Iron Bound set flush in the driveway at the southeasterly corner of land now or formerly of Joseph P. and Virginia M Carbaugh (Grantee) and southwesterly corner of land now or formerly of the Grantor;

Thence running North 14°25' 49" West a distance of 128.06 feet long the westerly boundary of the Grantor to a point;

Thence turning and running South 54°42'03" East a distance of 54.47 feet to a point located on the easterly side of the existing driveway and easement;

Thence turning and running, South 02°48'17" West for a distance of 94.13 feet to a point on the sideline of said Second Crown Point Road;

Thence turning and running, South 79°28'31" East for a distance of 8.07 feet to the point of beginning (“Easement Area”).

The Grantor hereby conveys this easement for the non-exclusive benefit of the Grantee property located to the southwest of the Grantor property shown on the Plan as Tax Map 8, Lot 70. The Grantee’s use of the Easement Area shall be limited to that of a residential driveway and overhead utility purposes and may not be expanded or enlarged without the express written consent of the Grantor, its successors and/or assigns.

The Grantee and its agents are hereby authorized to remove snow and ice from the Easement Area but shall make all reasonable efforts to avoid piling snow or ice within the Easement Area or the Grantor property.

The Grantee or its agents are hereby authorized to trim trees unreasonably interfering with the maintenance or operation of overhead lines and to maintain, repair or replace same

within the Easement Area but the Grantee shall remain obligated to remove all debris associated with those activities.

By accepting delivery of this instrument and signing below, the Grantee it:

- A. Hereby indemnifies the Grantor, its heirs, successors or assigns for all required maintenance, repairs or replacements if driveway improvements or utility equipment located within the Easement Area and agrees it alone assumes those responsibilities;
- B. Hereby indemnifies the Grantor, its heirs, successors, assigns, agents, invitees or other third parties, including its contractors and overhead utility providers or their subagents from all liability associated with their use of the Easement Area;
- C. Hereby indemnifies the Grantor, its heirs, successors, assigns, agents, invitees or other third parties, including contractors and overhead utility providers or their agents from all liability associated with activities associated with injuries suffered to persons or property suffered while performing maintenance or repairs within the Easement Area; and
- D. Hereby indemnifies the Grantor from all claims, whether now or in the future to the end of time, whether suffered by persons, real or personal property and other losses that may be suffered from any and all uses while within the Easement Area.

For Grantor's title reference see deed recorded in the Strafford County Registry of Deeds at Book 4176, Page 773. Meaning and intending to grant a driveway and overhead utility easement over a portion of the current 16 foot right-of-way as described in the Quitclaim Deed to the Grantor recorded in the Strafford County Registry of Deeds at Book 3438, Page 461. The driveway will be known as Apache Road as designated by the Town of Barrington Board of Selectmen.

This is a non-contractual transfer, and as such is exempt from the tax imposed by N.H.  
RSA 78-B pursuant to N.H. RSA 78-B:2 IX.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2015

**S & D Doughty Family Revocable Trust of 2006**

By: \_\_\_\_\_  
Scott Doughty, Trustee

**S & D Doughty Family Revocable Trust of 2006**

By: \_\_\_\_\_  
Darlene Doughty, Trustee

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Scott Doughty and Darlene Doughty on behalf of the trust.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires:

\_\_\_\_\_  
Joseph P. Carbaugh

\_\_\_\_\_  
Virginia M. Carbaugh

STATE OF NEW HAMPSHIRE  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by Joseph P. Carbaugh and Virginia M. Carbaugh for the purposes set out above.

\_\_\_\_\_  
Notary Public/Justice of the Peace  
My Commission Expires: