

Proposed Driveway Easement language to be inserted in Deeds for Lots B-1 and B-2, subject to being conformed with recording information and deed references and subject to ministerial modifications determined by sequence of conveyance of lots in order to avoid ambiguity and preserve intent.

The within parcel is conveyed with the benefit of a perpetual easement in common with others including Grantor of a certain shared driveway as shown on a certain Plan Depicting a Proposed Subdivision made for Steven E. Cope and Roberta S. Cope to be recorded (the "Plan") and as more fully bounded and described in Exhibit A annexed hereto (the "Driveway") which Driveway is to be used by Grantee solely for the non-commercial passage of pedestrians and vehicles between Hodgins Street and the parking area on the Lot B-2 as shown in said Plan being granted to Grantee herein and for vehicle turning. Grantee acknowledges that its rights and the easement hereunder provided are appurtenant to and provided solely and exclusively for the use and benefit of Lot B-2. The Driveway shall not be used for any other purpose including but not limited to parking, recreation or any other use which will block or impair the use of the Driveway except for a utility easement expressly reserved to the Grantor as referenced elsewhere herein. Grantee shall not be entitled to convey any partial interest in or rights with respect to the Driveway to any person except in connection with a conveyance of all of Grantee's interest in the benefitted parcel.

Grantor, as owner of Lot B-1 as shown in said Plan agrees and by accepting this deed Grantee agrees to share all costs for maintenance of the Driveway equally with the owner of lot B-1 as referenced in said Plan. The term "maintenance" shall mean snow removal, maintaining proper drainage, removing tree limbs and brush that encroach on the driveway, grading and gravel or pavement patching or replacement and in general any act preserving the appearance, function and stability of the right-of-way for safe passage by the users of said Driveway easement. Maintenance shall not include improvements, upgrades, complete re-paving or widening.

Reference is made to that certain Agreement dated June 28, 1935 establishing an easement in favor of Grantor's predecessor in interest with respect to a portion of the Driveway, which Agreement is recorded in the Cumberland County Registry of Deeds in Book 1474, Page 169. Nothing herein shall constitute a release or waiver of any rights of Grantor or Grantee with respect to the maintenance of said Driveway as set forth in said Agreement or otherwise.

Proposed Utility Easement language to be inserted in Deeds for Lots B-1 and B-2, subject to being conformed with recording information and deed references and subject to ministerial modifications determined by sequence of conveyance of lots in order to avoid ambiguity and preserve intent.

Reference is made to a certain utility easement set forth in an instrument from Christine M. Pasquale to Central Maine Power Company, et. al. dated September 17, 1951 and recorded in the Cumberland County Registry of Deeds in Book 2064, Page 169 ("Existing Utility Easement"). The within parcel is conveyed ***subject to/with the benefit of*** said the right and easement to construct, install, relocate and maintain Utility Service to Lot B-1 along to Existing Utility

Easement and to extend utility service over or under Lot B-2 as such Utility Service serving Lot B-1 currently exists or as such Utility Service may be modified, relocated or rebuilt in the future (the "Easement Area"). The utility easement provided for herein shall include the right to enter upon Lot B-2 on a limited basis to implement the easement rights specified herein. Utility Service shall have the meaning as defined in 33 M.R.S.A. 458(2)(B). By accepting and recording this instrument, Grantee (i) agrees that this easement for Utility Service and the rights granted hereunder shall be constructed and maintained to the greatest extent practicable so as not to interfere with the use of the Easement Area by the owner of Lot B-2, (ii) that Grantee shall restore the surface of the Easement Area wherever disturbed by Grantee, in the exercise of its rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed, and (iii) that utility equipment existing or to be installed in the Easement Area for the exclusive use of Lot B-1 pursuant to this easement shall remain the property of Grantee and that Grantee shall be responsible for all maintenance and report of such equipment.

Common Language to be part of each deed

Except to the extent that a contrary intent is set forth herein, it is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein as are appurtenant to the real estate, shall run with the land and create equitable servitudes in favor of the real property benefitted thereby and against the real property burdened thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit or burden of the respective parties and their successors, assigns, heirs, and personal representatives, as the context appropriately requires.