

LOT B2 PROPOSED DRIVEWAY AND UTILITY EASEMENTS

Driveway Easement

The within parcel is conveyed with the benefit of a perpetual easement in common with others including Grantor of the following:

A. a certain shared driveway as shown on a certain Plan Depicting a Proposed Subdivision made for Steven E. Cope and Roberta S. Cope recorded in the Cumberland County Registry of Deeds recorded in Plan Book 213, Page 144 (the "Plan") and as more fully bounded and described in the Schedule 1 below; and

B. the Grantor's rights (to be shared with the owner of Lot B1) under a certain Agreement dated June 28, 1935 establishing an easement in favor of Grantor's predecessor in interest with respect to a 10 foot wide driveway, which Agreement is recorded in the Cumberland County Registry of Deeds in Book 1474, Page 169 (the "Easement Agreement").

The foregoing easements shall be collectively referred to as the Driveway.

The 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 Lot B2 as shown in said Plan 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 B2. 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 and others as referenced elsewhere herein. The use of that portion of the Driveway described in Paragraph A shall not interfere with any Utility Service located in, on or over that portion. 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.

Grantee further acknowledges that the rights and easements granted hereunder are to be shared by the owners of Lot B1 and Lot B2. Grantor and Grantor's heirs successors and assigns, with respect to Lot B1, and Grantee and Grantee's heirs, successors and assigns, with respect to Lot B2, by accepting this deed, agree to share all costs for maintenance of the Driveway equally. 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. An Agreement dated June 28, 1935 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 Easement Agreement described above.

Utility Easement

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 said the right, and subject to an easement created hereby to construct, install, relocate and maintain Utility Service to Lot B1 along the Existing Utility Easement and to extend utility service over or under Lot B2 as such Utility Service serving Lot B1 currently exists and/or as such Utility Service may be modified, relocated or rebuilt in the future in, on, over or under the Driveway or Lot B2 as otherwise may be reasonably required to provide Utility Service to Lot B1 (the “Easement Area”). The utility easement provided for herein shall include the right to enter upon Lot B2 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). The Utility Service shall be constructed and maintained to the greatest extent practicable so as to minimize interference with the use of the Easement Area by the owner of Lot B2. The owner of Lot B1 shall restore the surface of the Easement Area wherever disturbed in the exercise of the easement rights hereunder, as closely as reasonably practicable to the condition of such surface before being disturbed. The utility equipment existing or to be installed in the Easement Area for the exclusive use of Lot B1 pursuant to this easement shall remain the property of the owner of Lot B1, who shall be responsible for all maintenance and repair of such equipment.

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.

Schedule 1 - Shared Driveway Description

A certain lot or parcel of land situated on the northeasterly sideline of Hodgins Street, in the City of Portland, County of Cumberland, and State of Maine, being more particularly bounded and described as follows:

Beginning at a #5 steel rebar with survey cap #2124 set on the apparent northeasterly sideline of Hodgins Street at the westerly corner of land described in a deed to Aran K. Meara, dated June 30, 2006 and recorded at the Cumberland County Registry of Deeds in Book 24130, Page 93, as depicted on a plan entitled "Plan Depicting The Results Of A Boundary Survey Made For Kenneth M. Cournoyer, Northeasterly Sideline Of Hodgins Street & Northwesterly Sideline Of Veranda Street, Portland, Maine", dated March 22, 2011, last revised June 6, 2011 by James D. Nadeau, LLC Professional Land Surveyors, Portland, Maine;

Thence N66°50'08"E along said land now or formerly of Meara, a distance of forty-nine and ninety-four hundredths (49.94') feet to a #5 steel rebar with survey cap #2124 set at the northerly corner of said land now or formerly of Meara;

Thence S23°09'52"E continuing along said land now or formerly of Meara, a distance of

twenty-one and twenty-seven hundredths (21.27') feet to a #5 steel rebar with survey cap #2124 to be set marking the southerly corner of the herein described parcel;

Thence N66°50'08"E through land of the herein grantor, a distance of nineteen and no hundredths (19.00') feet to the easterly corner of the herein described parcel;

Thence N23°09'52"W continuing through land of the herein grantor, a distance of twenty-six and twenty- seven hundredths (26.27') feet to the northerly corner of the herein described parcel;

Thence S66°50'08"W continuing through land of the herein grantor, a distance of sixty-eight and ninety-four hundredths (68.94') feet to the westerly corner of the herein described parcel on said northeasterly sideline of Hodgins Street;

Thence S23°09'52"E along said northeasterly sideline of Hodgins Street, a distance of five and no hundredths (5.00') feet to the Point of Beginning.

Total area of the herein described parcel equals 749 square feet. The bearings in this description are based on the magnetic meridian north 2011.