

PRIVATE DRIVEWAY MAINTENANCE AGREEMENT

AGREEMENT made _____, 2013 by and between Seal Harbor, LLC, a Maine limited liability company with a principal place of business at 170 Ayer Road, Littleton, Massachusetts (“Seal Harbor”) being the owner of Lots numbered 2B and 2C located at 93 Central Street, Acton, Massachusetts, and shown on a plan entitled, "Plan of Lot 2C Driveway" prepared for Seal Harbor, LLC by Acton Survey & Engineering, Inc. dated October p, 2013, revised on _____ 2013 which plan is recorded with Middlesex South Registry of Deeds as Plan No. _____ of 2013 by a deed of Charles Micol recorded with said Registry in Book _____ page _____ (“Seal Harbor Property”) and Stephen A. Budnick, being the owner of 89 Central Street, Acton, Massachusetts (“Budnick”) by a deed dated April 18, 2006, recorded with said Registry in Book 47301 page 104 (“Budnick Property”).

WHEREAS, Seal Harbor and Budnick desire to confirm their rights and obligations and their respective successors and assigns as owners of the said Lots in and to the private way shown on said plan as Pine Ridge Road; and

WHEREAS, the Seal Harbor Property has a right of way to use Pine Ridge Road in common with the owners of the Budnick Property as a matter of record; and

WHEREAS, it is intended that all of the easements, covenants, restrictions and agreements shall inure to the benefit of both the Seal Harbor Property and the Budnick Property and run with the land;

NOW, THEREFORE, the undersigned hereby declare that the Seal Harbor Property and the Budnick Property are and shall be held and conveyed subject to and with the benefit of the following rights and obligations:

PRIVATE DRIVE AND UTILITY EASEMENTS

1. The owner(s) of the Seal Harbor Property and the Budnick Property, their heirs and assigns, shall have the right in common with each other, to use, from time to time, Pine Ridge Road and any turnouts, road beds, culverts and headwalls which are part of Pine Ridge Road, and have or will be constructed whether shown on said Plan or not, (said portions may hereinafter be referred to as the "Private Drive Area" or "Pine Ridge Road"), for all purposes for which private ways are commonly used, including, without limitations, the right to pass and repass between Seal Harbor Property and the Budnick Property, and the right to install and maintain drains, culverts and underground utilities in and along and across said portions. Use of Pine Ridge Road by vehicular traffic is restricted to ingress and egress, and does not include the parking of vehicles on the Private Drive Area, except for occasional overflow non-overnight guest parking and does not otherwise interfere with the use of Pine Ridge Road by the owner(s) of any other lots and their invitees.

2. The owners of the Seal Harbor Property and the Budnick Property shall have joint and several responsibilities for the repair and maintenance of Private Drive Area, so as to provide for general maintenance, and for continuous year round access for vehicular traffic for the convenience of owners of the Seal Harbor Property and the Budnick Property, and to provide continuous year round access for all emergency, fire, rescue, police, moving, constructions and maintenance vehicles. Such repair and maintenance shall include, without limitation:

a. Maintenance: Repair and maintenance of the Private Drive Area, including all turnouts, road beds, shoulders, culverts, and headwalls, as shown on the Plan. The Private Drive Area, including all turnouts, shall be maintained in good condition and kept open to all vehicular traffic in all seasons of the year to provide access for all emergency vehicles. All culverts now or hereafter installed shall be kept clear and open.

b. Snow Removal: The removal and disposal of all snow from the Private Drive Area, including all turnouts.

c. Planting/Tree Maintenance: The removal and disposal of fallen limbs and trees, the clearing and removal of all brush and foliage which might obstruct the sight of vehicles using the Private Drive Area, and the preservation of plantings and trees on the Private Drive Area.

d. Cost: The cost of such repair and maintenance as set forth in subparagraphs 2a, 2b and 2c shall be divided equally between the owners of all of the said Lots. Repairs and maintenance of any portion of any driveway serving Seal Harbor Property and the Budnick Property that is not located in the Private Drive Area shall be the sole responsibility and financial obligation of the lot owner.

3. The owners of the Seal Harbor Property and the Budnick Property, or their designee, shall arrange for the repair and maintenance of the Private Drive Area, including, without limitation, retaining employees, agents, independent contractors or others to perform such repair and maintenance services, and issuing bills or assessments to the owners of the Lots for the cost and expense of such repair and maintenance.

4. Without diminishing the obligation hereunder of the owners of the Seal Harbor Property and the Budnick Property to assure the proper repair and maintenance of the Private Drive Area, the owners of the Seal Harbor Property and the Budnick Property may establish reasonable rules and regulations in furtherance of these restrictions, which rules and regulations shall be binding on all of the owners of the said Lot.

ADMINISTRATION AND ENFORCEMENT

5. Each owner of the Seal Harbor Property and the Budnick Property shall have the right to enforce the obligation of every other owner(s) of the Seal Harbor Property and the Budnick Property subject to this Declaration to repair and maintain Private Drive Area so as to provide to each lot safe and convenient access for owners, emergency and maintenance vehicles, and any other obligation or restriction contained herein, as well as to enforce the rules and regulations adopted hereunder, by any legal or equitable means. If any owner(s) of the Seal Harbor Property or the Budnick Property fail to pay an amount duly assessed for the cost of such repair and maintenance, such owner shall be liable for interest in the amount of the unpaid amount at the legal rate for judgments, and the reasonable costs of collection, including reasonable attorney's fees.

6. A certificate signed and acknowledged by the record owners of Seal Harbor Property and the Budnick Property or either of them as to any fact affecting the terms of these restrictions shall be conclusive evidence of such fact.

7. No amendment of these restrictions which would affect the requirements imposed by the Town of Acton Planning Board shall be effective unless made with the approval of the said Planning

Board and until said amendment is duly recorded with the Middlesex South Registry of Deeds.

8. Notwithstanding anything herein to the contrary, in the event that the Town of Acton or other governmental agency duly votes to take or accept Pine Ridge Road inclusive or exclusive of the Private Way Area, then in that event the undersigned and the successors and assigns of the undersigned hereby consent and agree to any such acceptance or taking. Upon the effective date of any such acceptance or taking, this Private Drive Agreement shall become null and void without recourse by and between the owner(s) of said Lots with the exception of any such owner's unpaid share of the cost of maintenance and repair of the Private Way Area.

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPART.

EXECUTED under seal on the date first above written.

SEAL HARBOR, LLC

Stephen A. Budnick

BY: _____,
Mark M. Gallagher
Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

On this day of _____, 2013, before me, the undersigned notary public, personally appeared Mark M. Gallagher, as manager of Seal Harbor, LLC, proved to me through satisfactory evidence of identification, which was driver's license, passport, employee ID card, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss:

On this day of October, 2013, before me, the undersigned notary public, personally appeared Stephen A. Budnick, proved to me through satisfactory evidence of identification, which was driver's license, passport, employee ID card, personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public:
My commission expires