DOCUMENT NO. 62584

CHARACTER OF INSTRUMENT Driveway Utility Easement 30.00 R

WORCESTER REGISTRY DISTRICT
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MAR 18 1996

11 O'CLOCK 35 m A M
Noted on Certificate No. 13061
Registration Book 66

RETURN TO:

REGISTERED LAND

COMMON DRIVEWAY AND UTILITY EASEMENT

Whereas, ALTAIR ASSOCIATES, INC., a Massachusetts corporation with principal offices at 191 Sudbury Road, Concord, MA 01742 ("Altair"), is the owner of certain premises situated in Harvard , Massachusetts and shown as Lots 4, 5 and 6 on a plan entitled "Plan of Land in Harvard, Massachusetts (Worcester County) Being a Subdivision of Lot 1C, Land Court Case 9831C", dated October 10, 1995, by Stamski and McNary, Inc., 80 Harris Street, Acton, Mass. 01720 (the "Plan"), registered with the Land Registration Office of the Worcester County Registry of Deeds as Plan No. 9831E with Certificate of Title No. 13061; and

Whereas, a "common driveway", so-called, the location of which is hereinafter defined, will be installed over a portion of said Lots 4 and 6 to provide access to the residential structure presently existing on Lot 4 and those to be constructed on Lots 5 and 6; and

Whereas, the residential structure presently existing on Lot 4 and those to be constructed on Lots 5 and 6 are and shall be served by electric power, telephone and/or cable television (collectively called "the Utilities"), which Utilities have been or will be installed over or under the "Driveway and Utility Easement" shown on a plan entitled "Driveway Site Plan, Harvard, Mass. Location: Oak Hill Road, Harvard, MA For: Altair Associates, Inc.", dated Aug. 25, 1995, rev. Sept. 27, 1995, by Stamski & McNary, Inc., 80 Harris Street, Acton, Mass. ("the Driveway Site Plan"), a copy of which is attached hereto as

Exhibit "A"; and

Whereas, it is desired to subject such portions of Lots 4 and 6 as are shown and designated as within said "Driveway and Utility Easement" to certain easements for the mutual benefit of Lots 4, 5 and 6, all as specifically set forth and limited hereby.

NOW THEREFORE, in consideration of the mutual rights and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof Altair hereby acknowledges, the aforesaid Lots 4, 5 and 6 are hereby granted the following rights and easements and shall hereafter be held and conveyed subject to and with the benefit of the following rights and easements:

COMMON DRIVEWAY

The owner(s) of each of said Lots 4, 5 and 6 shall have the perpetual right and easement, in common with each other, to use and utilize the common driveway installed or to be installed over those portions of Lots 4 and 6 shown on the Driveway Site Plan as being within the "Driveway & Utility Easement" for all purposes which residential driveways are now or hereafter may be used in the Town of Harvard and to have a year-round right of access and use of such common driveway by foot or by motorized vehicles at all times.

The "common driveway" includes only that area extending Northerly from Oak Hill Road to the dotted line shown on the

Driveway Site Plan and marked "50.41" at Station 1+00 beyond the existing driveway to the house currently on Lot 4, such common driveway area being shown as outlined in red on Exhibit "A".

All other driveways, whether located within or without the Driveway and Utility Easement, extending from the said common driveway to the respective houses on Lots 4, 5 and 6 shall be considered as private driveways ("the private driveways").

The owners of said Lots 4, 5 and 6, as shown on the Plan, shall have joint responsibility for the repair and maintenance of the common driveway so as to provide continuous year round access for vehicular traffic for the convenience of the respective owners of said Lots, and to provide continuous year round access for all emergency, fire, rescue, police, moving, construction and maintenance vehicles. Such repair and maintenance shall include, without limitations:

1. Maintenance. Repair and maintenance of the common driveway in good condition so as to be kept open to all vehicular traffic in all seasons of the year to provide access for all said vehicles.

2. Snow Removal. The removal of all snow and ice from the common driveway.

3. 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 common driveway, and the preservation of plantings and trees.

The cost of such repair, maintenance and snow removal of the common driveway shall be as follows:

Lot 4 - 40%, Lot 5 -20% and Lot 6 - 40%

said percentages to reflect the anticipated use of such common driveway by the said Lots due to the location of the private driveways from such common driveway.

Each and every owner of said Lots 4, 5 and 6 shall have the right to enforce by any legal or equitable means the obligations of the other Lot owner(s) to repair and maintain and remove snow from the common driveway so as to provide to all such Lots safe and convenient access by fire, police, ambulance/rescue, moving, construction and maintenance vehicles. Such legal and equitable means shall include, but not be limited to, the provisions of Massachusetts General Laws, Chapter 84, sections 12, 13 and 14. If any owner of one of the said Lots fails to pay an amount duly assessed for the cost of such repair and maintenance or snow removal, he shall be liable for interest on the amount unpaid and the reasonable costs of collection, including reasonable attorney's fees, incurred in such enforcement or such collection, such unpaid amounts and costs to be the joint and several obligations of the owner(s) of any such defaulting Lot.

There shall be no parking of vehicles on the "Driveway & Utility Easement" and no activities shall be conducted thereon by the owner(s) of any Lot which shall in any manner impair the rights granted herein to the other Lot owner(s).

It shall be the sole responsibility of the respective owner(s) of said Lots 4, 5 and 6 to arrange and pay for the costs of repair, maintenance and snow removal from any private driveway serving any residential structure now or hereafter situated on said Lots from the point where any such private driveway leaves the common driveway and leads to any such residential structure.

UTILITY EASEMENT

1. The owner(s) of Lots 4, 5 and 6, shall have the perpetual right and easement, in common with each other, to use and utilize said "Driveway & Utility Easement" for the purpose of installing, maintaining, repairing and replacing, within said "Driveway & Utility Easement", the Utilities to serve such Lots 4, 5 and 6.

2. Notwithstanding the foregoing, in the event that any entry shall be made within the said "Driveway & Utility Easement" for the purpose of repairing and/or replacing any of the Utilities to serve a particular Lot, the owner of said Lot shall, after making such entry, cause the surface of the ground (or any paved area of common driveway) to be restored to the same condition as prior to such entry as nearly as practical. Each and every owner of the Lots shall have the right to enforce by any legal or equitable means the obligations of the other Lot owner(s) to repair any damage caused within the said "Driveway & Utility Easement" in connection with any such repair or

replacement.

In the event that any entry shall be made within the said "Driveway & Utility Easement" for the purpose of repairing and/or replacing any of the Utilities to serve all of the Lots (the "common utilities"), the cost of such repair or replacement of such common utilities shall be borne as a common expense by the respective owners of said Lots, one share for each of the three (3) Lots served by the common utilities. If any owner of one of the said Lots fails to pay an amount duly assessed for the cost of such common utility repair or replacement, he shall be liable for interest on the amount unpaid and the reasonable costs of collection, including reasonable attorney's fees, incurred in such enforcement or such collection, such unpaid amounts and costs to be the joint and several obligations of the owner(s) of any such defaulting Lot.

A certificate, signed, acknowledged and recorded by any Lot owner, as to the status of payment of such Lot's common expenses hereunder shall be conclusive as to third parties who may rely thereon.

It shall also be the sole responsibility of the respective owner(s) of said Lots 4, 5 and 6 to arrange and pay for the costs of installation, repair, maintenance or replacement of all utilities serving any residential structure now or hereafter situated on any of said Lots from the point where any such utilities leave the "Driveway & Utility Easement" to their connection with any such residential structure.

The rights, easements and obligations granted hereby shall run with the Lots effected hereby and shall inure to the benefit of the owner(s), from time to time, of said Lots. This Common Driveway and Utility Easement may be amended or revoked only by a writing signed and acknowledged by all of the owner(s) from time to time of said Lots and shall be interpreted under the laws of the Commonwealth of Massachusetts. One gender shall be deemed to denote another, the singular to denote the plural, and the plural to denote the singular, all where the context so permits.

In Witness Whereof, the said ALTAIR ASSOCIATES, INC. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by John M. Willett, its President and Treasurer, hereunto duly authorized, this 18 day of March, 1996.

Witness:

Altair Associates, Inc.

By: John M. Willett, its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. March 18, 1996

Then personally appeared before me the above-named John M. Willett, President and Treasurer as aforesaid and acknowledged the foregoing instrument to be the free act and deed of Altair Associates, Inc.

ALBERT A. BARBIERI, JR

Notary Public

My commission expires: November 8, 2002

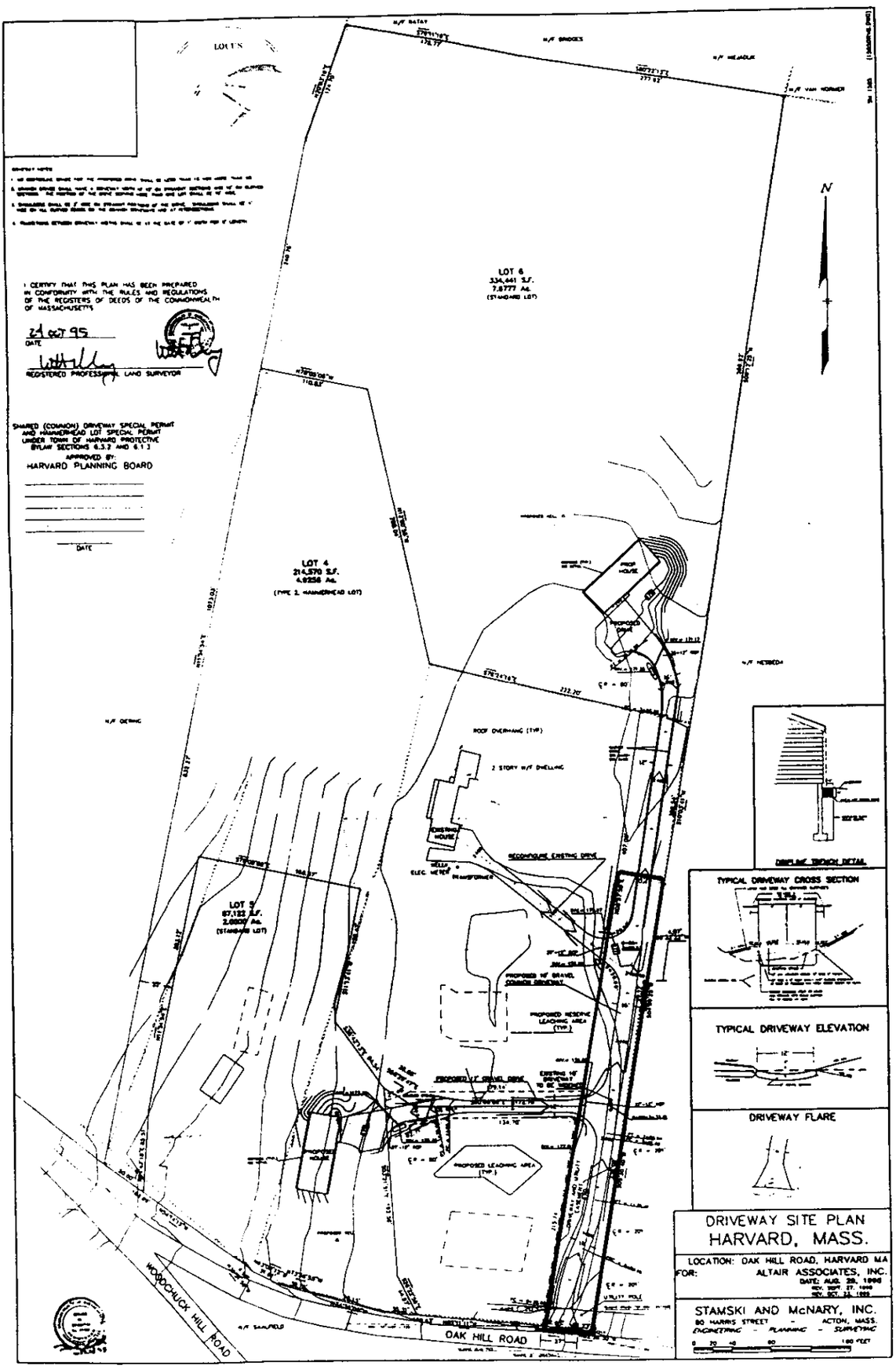


EXHIBIT "A"

ATTEST: WORC. Anthony J. Vigliotti, Register