ELECTRONICALLY RECORDED IN THE
LINCOLN COUNTY OF DEEDS
DOCUMENT NUMBER 180697
DATE RECORDED 10/2/25
TIME RECORDED 2:50 am/pm
BOOK 6271 PAGE 199

# WARRANTY DEED

## KNOW ALL MEN BY THESE PRESENTS

THAT **TWO THE SHORE, LLC**, a Maine limited liability company, whose mailing address is c/o Mark S. Hanley, 1829 Bristol Road, Bristol, ME 04539 ("Grantor"), for consideration paid, grants to **KATHLEEN SHATTUCK** with an address of 148 River Road, Newcastle, ME 04553 ("Grantee"), with WARRANTY COVENANTS, the land, together with any buildings and improvements thereon, in Newcastle, Lincoln County, Maine, as set forth on **Exhibit A** attached hereto.

The above described property is a part of the land conveyed to Two the Shore, LLC by John O. Lavender and Margaret Gay Lavender, Trustees of the Margaret Gay Lavender 2011 Living Trust, and Charles L. Stackhouse and Sarah G. Stackhouse in a deed dated April 1, 2023 recorded in Book 5987 Page 157.

The property conveyed herein depicted as Lot 2 on the plan referenced herein and shall hereafter be subject to the covenant that such lot shall be used for residential purposes only unless left undeveloped. It is the intent of the parties that "residential purposes only" shall not be interpreted to preclude short-term rentals or other private home occupation which does not involve high traffic use but shall expressly exclude inns, hotels, motels, boarding houses, bed-and-breakfasts, and like uses. Notwithstanding the foregoing to the contrary, the property conveyed by this deed is subject to the existing easement rights granted to Deborah G. Newell and Richard H. Newell, Jr. as set forth in Book 3515, Page 309 at the Lincoln Count Registry of Deeds.

All covenants and restrictions set forth in this deed are covenants and restrictions running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, their respective successors and assigns forever. Any failure to comply with or breach of any covenant or restriction set forth in this deed shall be grounds for the aggrieved party to pursue an action to recover damages or for injunctive relief or both.

This Lot is conveyed subject to the restriction that it may be divided into no more than two (2) lots; and that any division shall be subject to the requirements of the Town of Newcastle regarding land division and subdivision.

Witness our hands and seals as of this 23rd day of Sept., 2025.

**Two the Shore, LLC**

Witness

**By: Mark S. Hanley, Member - Manager**

Witness

**By: James A. Hush, Member**

STATE OF MAINE
LINCOLN COUNTY

Sept. 23, 2025

Personally appeared the above named **Mark S. Hanley** and acknowledged before me the foregoing instrument to be his free act and deed and in said capacity and free act and deed of said company.

SIM-KUEN CHAN GREGORY
NOTARY PUBLIC
State of Maine
My Comm. Expires May 16, 2030

Notary Public/Attorney at Law

Sim Kuen Chan Gregory
Print or type name as signed

STATE OF MAINE
LINCOLN COUNTY

Sept. 23, 2025

Personally appeared the above named **James A. Hush,** and acknowledged before me the foregoing instrument to be his free act and deed and in said capacity and free act and deed of said company.

SIM-KUEN CHAN GREGORY
NOTARY PUBLIC
State of Maine
My Comm. Expires May 16, 2030

Notary Public/Attorney at Law

Sim Kuen Chan Gregory
Print or type name as signed

# Exhibit A

A certain 3.94 Acre lot or parcel of land situated in the Town of Newcastle, County of Lincoln, and State of Maine and shown as Lot 2 on a Plan prepared by Roderick H. Craib, Jr., Maine Professional Land Surveyor #1191, entitled "Boundary Survey prepared for Two the Shore, LLC" dated August 28, 2024, and last revised August 21, 2025, Project # 2023-001, recorded in the Lincoln County Registry of Deeds at Plan Book 124, Page 65 (referred to herein as the "Plan") and further bounded and described as follows:

Beginning at an iron rod set at an unmonumented point on the northerly side of the woods road as shown on said Plan, which point is marked X on said Plan;

Thence N 51° 33' 33" E a distance of 475.64 feet to an iron rod set at a point marked Z on said Plan;

Thence continuing same course N 51° 33' 33" E a distance of 97 feet more or less to the high water mark of the shore of the Damariscotta River;

Thence in a general southeasterly direction by and along the shore a distance of 400 feet more or less to a point marking the boundary of the picnic area shown on said Plan;

Thence S 48° 42' 42" W a distance of 49 feet more or less to an iron rod set at the end of the woods road at a point shown on said Plan as Y, the straight line distance between point Z and Point Y being 334.98 feet on a course S 53° 42' 59" W;

Thence along the northerly edge of the "woods road" and the northerly line of Lot 1 about 796', more or less, to point X on said Plan, the straight line between point Y and point X being 649.71 feet on a course S 81° 49' 49" W, and point X on said Plan marking **the point of beginning.**

Together with all our right, title, and interest in and to the adjacent land between high and low water mark of the Damariscotta River (tidal).

Together with a right of way easement appurtenant, in common with others, including the owner(s) of Lot 1, to use the 50 foot wide right of way known as White Road as shown on the survey plan "Boundary Survey for Margaret Gay Lavender 2011 Trust et al " by McConnell & Associates recorded in Plan Book 104 Page 17 of said Registry of Deeds and the 50 foot wide access easement identified as White Road Extension on the first mentioned plan recorded in Plan Book 124 Page 65, for access to Lot 2 by foot or vehicle (including the installation and maintenance of utilities) to and from River Road. See Easement and Road Maintenance Agreement recorded in Book 3515 Page 309 of said Registry. The easement over White Road Extension crossing land conveyed to Denray, LLC at Book 6145 Page 28 includes the rights of Lots 1 and 2 shown on Plan Book 124 Page 65 to maintain and improve that 50' wide easement area.

This conveyance is subject to the easement appurtenant rights granted to Deborah G. Newell and Richard H. Newell, Jr. to use the "woods road" and "picnic area" as shown on the Plan and all as more fully described in Section 2.2 of the Easement and Road Maintenance Agreement dated July 12, 2005 and recorded in said Registry at Book 3515 Page 309.

Subject to and together with the benefit of the covenants and road maintenance provisions as more fully set forth in said Easement and Road Maintenance Agreement recorded in Book 3515, Page 309 at the Lincoln County Registry of Deeds.

ALSO CONVEYING a 30' long right of way access easement across Lot 1 for the benefit of Lot 2 along the "woods road" southeasterly of Point "W" as shown on the Plan.

Together with, in common with the owners of Lot 1, the benefit of the restriction in deed to Denray, LLC as recorded in Book 6145, Page 28 at the Lincoln County Registry of Deeds that said lot be used for residential purposes.

A reference herein to Lot 1 and Lot 2 shall mean such lots as shown on the Plan.

The bearings mentioned above are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD1983 (2011), as shown on said Plan.

The iron rods recited above as "set" refer to a 5/8" steel reinforcing rod with an orange plastic cap stamped "R H Craib PLS 1191".

No rights of way or easement to the shore or to the picnic area as shown on the plan are granted expressly or by implication.

Bk 3515 Pg309 #7563
07-14-2005 @ 01:56p

# EASEMENT AND ROAD MAINTENANCE AGREEMENT

This agreement is made by and between all of the owners of certain lots benefited by the use of a private road, as set forth in more detail below. We make this agreement to provide for the fair and efficient maintenance of our private road.

**1. Definitions.**

1.1. Lavenders. The *Lavenders* are John O. Lavender and Margaret Gay Lavender, whose mailing address is 311 Rosewood Avenue, Winnetka, Illinois 60093.

1.2. Lot. A *Lot* means any one of those parcels of land in Newcastle, Maine, described in the instruments recorded in the Lincoln County Registry of Deeds in Book 974, Page 139; Book 1446, Page 21; Book 1447, Page 218; Book 1943, Page 118; and Book 1958, Page 13 (the latter two instruments convey fractional instruments in the same parcel and constitute only one Lot). A Lot also means any future parcel of land subdivided from or including any portion of any Lot existing at the time of this agreement.

1.3. Lot Owner. A *Lot Owner* is any person or entity who has any ownership interest in any one or more of the Lots, but mortgagees and others who have an interest in a Lot for purposes of security are not Lot Owners by virtue of such interest. On the date of this agreement, the Lot Owners are the Lavenders, the Newells, and the Stackhouses.

1.4. Newells. The *Newells* are Deborah G. Newell and Richard H. Newell, Jr., whose mailing address is P.O. Box 305, Newcastle, Maine 04553.

1.5. Plan. The *Plan* is the plan entitled *Standard Boundary Survey of Property Belonging to Margaret Gay & John O. Lavender, Sarah G. & Charles L. Stackhouse*, dated July 19, 2004, and recorded in the Lincoln County Registry of Deeds in Plan Book 78, Page 23.

1.6. Road. The *Road* means the private road which provides access to the Lots and the Damariscotta River, running from River Road to the shore of the Damariscotta River. The Road is shown on the Plan and is variously identified as "White Road," 50'Wide Right of Way," and "Right of Way over a woods road."

1.7. Stackhouses. The *Stackhouses* are Charles L. Stackhouse and Sarah G. Stackhouse, whose mailing address is 3605 Sid White Road, Bluff Point, New York 14478.

**2. Easements.**

2.1. Termination of Existing Rights. The Newells release to the Lavenders and the Stackhouses and hereby terminate all of their right, title, and interest in and to that portion of the Road (and the use thereof) extending between point "G" as shown on the Plan and the shore of the Damariscotta River.



Easton-Peabody

2.2. Easement to Newells. The Lavenders and the Stackhouses grant to the Newells, for the benefit of each of their three Lots separately, an easement to use that portion of the Road extending from point "B" as shown on the Plan to its end near the shore of the Damariscotta River, together with the right to use, for pedestrian travel only, the proposed walking path shown on the Plan, extending from the end of the Road to the shore of the Damariscotta River. This easement includes the right to use that portion of the shore extending 50 feet northerly from the said walking path for reasonable recreational use, such as picnicking, sunbathing, swimming, and launching small boats like canoes or kayaks, but does not include the right to launch boats from or with a trailer. This easement also includes the right, while using said portion of the shore, to park up to three automobiles in the location currently used, near the shore along the side of the Road, but does not include the right for any overnight parking. This easement does not include any right to improve the section of the Road extending from point "G" as shown on the plan to the shore of the Damariscotta River or to alter its present character and width, but the Lot Owners of the Lot burdened by this section of the Road may make such improvements at their own expense.

2.3. Easement to Lavenders and Stackhouses. The Newells grant to the Lavenders and the Stackhouses, for the benefit of their Lot, an easement to use that portion of the Road extending from River Road to point "B" as shown on the Plan, which portion of the Road burdens a strip of land 50 feet in width. This easement includes the right to install and maintain utility services over, upon, and under said strip of land.

**3. Road Maintenance.**

3.1. Standard of Maintenance. The Road shall be maintained in a safe and passable condition. The Road shall be kept clear of interfering vegetation to accommodate ordinary passenger vehicles. The section of the Road extending from River Road to point "G" as shown on the Plan may be improved by any Lot Owner at his or her own expense. The Lot Owners shall consult with one another to arrange for the maintenance of the Road, but, if circumstances prevent such consultation, any Lot Owner may undertake the maintenance required by this agreement.

3.2. Timing of Maintenance. Routine maintenance services shall be performed at such intervals as will keep the Road in good repair, but some services may be delayed or deferred to obtain a better rate or to make a more efficient work schedule. Any condition which renders the Road impassable shall be repaired or remedied as soon as practicable.

**4. Road Maintenance Charges.**

4.1. Amount. All of the costs expended on the maintenance of the Road, as required by this agreement, shall be assessed against the Lots in an equal amount per residential dwelling. Any maintenance expense resulting from damage caused by a Lot Owner or by a family member, tenant, guest, invitee, agent, employee, or contractor of a Lot Owner shall be assessed separately and solely against the Lot of that Lot Owner.



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4.2. Collection. Any amounts so assessed against any of the Lots are a personal obligation of the Lot Owners of that Lot, jointly and severally, and may be collected as any other debt. Each of the Lot Owners hereby consents to the creation of a lien in order to secure the payment of such amounts. This lien may be enforced in any manner allowed by law for the enforcement of liens. Any costs incurred in collecting any such amounts, including court costs, attorney and paralegal fees, expenses of sale, and all similar costs associated with any appeals or any proceedings to enforce or realize upon a judgment, shall be added to the indebtedness and may be collected therewith and in the same manner.

**5. General Provisions.**

5.1. Quiet Enjoyment. The Lot Owners shall respect each other's peaceable and quiet enjoyment of their respective Lots and easement rights.

5.2. Compliance with Law. The use of the Road and the rights granted hereby shall at all times comply with all applicable governmental laws, ordinances, and regulations.

5.3. Binding Effect. This agreement is intended to operate as a covenant running with the land. It is intended to burden each of the Lots for the benefit of each of the other Lots. It constitutes a real covenant appurtenant to each of the Lots. The easements granted herein are perpetual easements appurtenant to the Lots which they benefit. Reference to this agreement shall be made in all future transfers of the Lots or any portion thereof or interest therein.

5.4. Amendment. This agreement may be amended by a written instrument signed by all of the Lot Owners and recorded in the Lincoln County Registry of Deeds, but no amendment shall affect actions taken or liability for costs incurred before the date such instrument is recorded.

Witness our hands and seals as of this 12th day of July, 2005.

Witness:

Pauline A. George

Pauline A. George

John O. Lavender

Margaret Gay Lavender

Deborah G. Newell

**EASEMENT DEED**

KNOW ALL BY THESE PRESENTS, That **KATHLEEN SHATTUCK** of Newcastle, Maine, (the Grantor) for consideration paid, grants to **COASTAL RIVERS CONSERVATION TRUST,** a Maine non-profit corporation duly incorporated and existing under the laws of the State of Maine, with a mailing address of PO Box 333, Damariscotta, ME 04543 (the "Grantee"), a right of way easement over a certain lot or parcel of land situated at the end of White Road in the Town of Newcastle, County of Lincoln, State of Maine, being more particularly bounded and described as follows:

BEGINNING at the end of the fifty foot wide right of way for White Road at the southwesterly corner of land of Kathleen Shattuck as described in a deed recorded in Book 6271, Page 199 at the Lincoln County Registry of Deeds (LCRD); said point being depicted as "Point X" on a survey plan entitled "*BOUNDARY SURVEY PREPARED FOR TWO THE SHORE, LLC. AT WHITE ROAD, NEWCASTLE, MAINE*", by Roderick H. Craib, Jr., dated August 28, 2024, last revised August 21, 2025, as recorded in Plan Book 124, Page 65 at the LCRD;

THENCE N 51°33'33" E along land of Denray, LLC. as described in a deed recorded in Book 6145, Page 28 at the LCRD a distance of thirty-one and eighty-five hundredths (31.85) feet;

THENCE S 46°24'07" E a distance of twenty-two and fifty-four hundredths (22.54) feet;

THENCE in a general southeasterly direction along a curve to the left having a radius of one hundred and no hundredths (100.00) feet a distance of seventy and no hundredths (70.00) feet;

THENCE S 86°30'32" E a distance of thirty-two and ninety-eight hundredths (32.98) feet;

THENCE in a general northeasterly direction along a curve to the left having a radius of fifty no hundredths (50.00) feet a distance of sixty-three and five hundredths (63.05) feet;

THENCE S 68°46'05" E a distance of fifty and no hundredths (50.00) feet;

THENCE in a general southeasterly direction along a curve to the left having a radius of

twenty-five no hundredths (25.00) feet a distance of thirty-nine and twenty-seven hundredths (39.27) feet;

THENCE S 68°46'05" E a distance of eighteen and seventy-five hundredths (18.75) feet;

THENCE S 21°13'55" W a distance of twenty-three (23) feet, more or less, to the northerly side of a woods road and the northerly boundary of land of Coastal Rivers Conservation Trust as described in a deed recorded in Book 6265, Page 91 at the LCRD;

THENCE in a general northwesterly direction along the northerly boundary of said woods road and said land of Coastal Rivers Conservation Trust a distance of two hundred seventy (270) feet, more or less, to the point of beginning.

This easement deed along with a similar easement deed from Coastal Rivers Conservation Trust to Kathleen Shattuck of similar date is intended to create a common fifty (50) foot wide right of way easement to benefit the lands of Kathleen Shattuck and Coastal Rivers Conservation Trust as depicted on a survey plan entitled "*SUBDIVISION PLAN, KATHLEEN SHATTUCK, WHITE ROAD, NEWCASTLE, MAINE*", by Gartley & Dorsky Engineering & Surveying, Inc., dated October 15, 2025, to be recorded;

All bearings are referenced to Grid North of the Maine Coordinate System of 1983(2011), West Zone, as indicated on the before referenced survey plan prepared by Roderick Craib.

SUBJECT TO the easement rights granted to Deborah G. Newell and Richard H. Newell, Jr. as more fully described in Section 2.2 of the Easement and Road Maintenance Agreement dated July 12, 2005, recorded in Book 3515, Page 309 at the LCRD.

This easement and reciprocal easement from Kathleen Shattuck eliminates the need for the "30' long right of way access easement across Lot 1 for the benefit of Lot 2 along the "woods road" southeasterly of Point "W" as shown on the plan" as described in deed to Kathleen Shattuck recorded in Book 6271, Page 199 at the LCRD, and therefor Kathleen Shattuck hereby releases and terminates that easement.

Right of way easement terms:

The above easement combined with the reciprocal easement area being granted by Grantee to Grantor to be recorded herewith is hereby granted for ingress and egress by foot or vehicle for common access to and over White Road as an extension of Grantor and Grantee's easement rights to then use White Road as access to River Road to and from Grantor and Grantee's respective properties described at the LCRD in Book 6271, Page 199 and Book 6265, Page 91.

Together with the right to install residential utilities with the above granted 50 foot wide right of way. Any utilities shall be installed in a manner that will not unreasonably hinder the primary use of the right of way as access by foot or vehicle. Each party agrees to cooperate in granting

banking and culverts. The width of said travelled way of the graveled road shall be limited to no greater than twenty feet unless the parties otherwise agree in writing. Travel across the easement area by vehicles shall be limited to crossing the graveled travelled way. Grantor and Grantee agree that alteration of the northerly bounds of the existing woods road within the above 50 foot wide easement area shall not alter the respective bounds of their properties.

Grantor and Grantee acknowledge that the parties will share the use of parts of the road and other improvements in the easement area under this easement and reciprocal easements as set forth above. In addition, each party will use a portion of the road primarily for access to its own land. Each party will be responsible for the repair and maintenance, including snow removal as necessary, of the portions of the road on the easement area and reciprocal easement used primarily by that party for access to its own land. Grantee and Grantor hereby agree to share proportionately the costs for the repair and maintenance of the portions of the easement areas used in common including in proportion to number of lots created, except there shall be no obligation to contribute until such time there is a house or other primary structure on a party's lot.

Notwithstanding the foregoing, the parties agree that if any maintenance or repair of the easement area is necessitated by the act of one of the parties or by the act of the respective parties' employees, agents, contractors and invitees, and such maintenance or repair is not due to normal wear and tear, the cost of such maintenance or repair shall be borne solely by such party causing such need.

Prior to performing any maintenance or repair of an easement area, each party will provide notice to the other party describing the work to be performed, and, except in the event of an emergency, will obtain the written consent of the other party for the work to be performed.

The covenants stated herein as to the above easements shall run with the land.

*-Signatures on next page -*

Witness

Kathleen Shattuck
Kathleen Shattuck

STATE OF MAINE
COUNTY OF LINCOLN

November 5, , 2025

Then personally appeared the above named Kathleen Shattuck and acknowledged the instrument to be her free act and deed, before me.

Notary Public/~~Attorney at Law~~

Print or Type Name

My Commission Expires: 02/07/2026

## EASEMENT DEED

KNOW ALL BY THESE PRESENTS, That **COASTAL RIVERS CONSERVATION TRUST,** a Maine non-profit corporation duly incorporated and existing under the laws of the State of Maine, (the "Grantor"), for consideration paid, grants to **KATHLEEN SHATTUCK** with a mailing address of 148 River Road, Newcastle, ME 04553 (the "Grantee"), a right of way easement over a certain lot or parcel of land situated at the end of White Road in the Town of Newcastle, County of Lincoln, State of Maine, being more particularly bounded and described as follows:

BEGINNING at the end of the fifty foot wide right of way for White Road on the northerly boundary of land of Coastal Rivers Conservation Trust as described in a deed recorded in Book 6265, Page 91 at the Lincoln County Registry of Deeds (LCRD) at the southwesterly corner of land of Kathleen Shattuck as described in a deed recorded in Book 6271, Page 199 at the LCRD; said point being depicted as "Point X" on a survey plan entitled "*BOUNDARY SURVEY PREPARED FOR TWO THE SHORE, LLC. AT WHITE ROAD, NEWCASTLE, MAINE*", by Roderick H. Craib, Jr., dated August 28, 2024, last revised August 21, 2025, as recorded in Plan Book 124, Page 65 at the LCRD;

THENCE S 51°33'33" W along land of Denray, LLC. as described in a deed recorded in Book 6145, Page 28 at the LCRD a distance of eighteen and sixty-four hundredths (18.64) feet to a 5/8-inch re-bar;

THENCE S 46°24'07" E a distance of twenty-nine and fifty-three hundredths (29.53) feet;

THENCE in a general southeasterly direction along a curve to the left having a radius of one hundred fifty and no hundredths (150.00) feet a distance of one hundred five and no hundredths (105.00) feet;

THENCE S 86°30'32" E a distance of ninety-nine and forty-one hundredths (99.41) feet;

THENCE S 68°46'05" E a distance of fifty and no hundredths (50.00) feet;

THENCE N 21°13'55" E a distance of twenty-seven (27) feet, more or less, to the northerly side of a woods road and the southerly boundary of said land of Shattuck;

THENCE in a general northwesterly direction along the northerly boundary of said woods road and said land of Shattuck a distance of two hundred seventy (270) feet, more or less, to the point of beginning.

This easement deed along with a similar easement deed from Kathleen Shattuck to Coastal Rivers Conservation Trust of similar date is intended to create a common fifty (50) foot wide right of way easement to benefit the lands of Kathleen Shattuck and Coastal Rivers Conservation Trust as depicted on a survey plan entitled "*SUBDIVISION PLAN, KATHLEEN SHATTUCK, WHITE ROAD, NEWCASTLE, MAINE*", by Gartley & Dorsky Engineering & Surveying, Inc., dated October 15, 2025, to be recorded;.

All bearings are referenced to Grid North of the Maine Coordinate System of 1983(2011), West Zone, as indicated on the before referenced survey plan prepared by Roderick Craib.

**ALSO HEREBY CONVEYING** a twenty (20) foot wide easement for ingress and egress by foot or vehicle and the installation, maintenance and repair of a graveled road extending along the northerly boundary of the existing a woods road (being the northerly bounds of the land of Coastal Rivers Land Trust and the southerly boundary of said land of Shattuck) beginning at the easterly end of the above described easement and running along said common bounds for a distance of two hundred and twenty feet (said right of way location being depicted on the plan referenced herein to be recorded).

The above two rights of way are SUBJECT TO the easement rights granted to Deborah G. Newell and Richard H. Newell, Jr. as more fully described in Section 2.2 of the Easement and Road Maintenance Agreement dated July 12, 2005, recorded in Book 3515, Page 309 at the LCRD.

This easement and reciprocal easement from Kathleen Shattuck eliminates the need for the "30' long right of way access easement across Lot 1 for the benefit of Lot 2 along the "woods road" southeasterly of Point "W" as shown on the plan" as described in deed to Kathleen Shattuck recorded in Book 6271, Page 199 at the LCRD, and therefor Kathleen Shattuck releases and terminates that easement.

Right of way easement terms:

The above two easements combined with the reciprocal easement area being granted by Grantee to Grantor to be recorded herewith is hereby granted for ingress and egress by foot or vehicle for common access to and over White Road as an extension of Grantor and Grantee's easement rights to then use White Road as access to River Road to and from Grantor and Grantee's respective properties described at the LCRD in Book 6271, Page 199 and Book 6265, Page 91. The above second twenty (20) foot wide right of way is limited to common access to the land of Coastal Rivers Land Trust and Lot 2-B as shown on the plan referenced herein to be recorded.

Together with the right to install residential utilities within the above granted 50 foot wide right of way but not the second 20 foot wide right of way. Grantor reserves the right to install utilities in both easement areas. Any utilities shall be installed in a manner that will not unreasonably

hinder the primary use of the right of way as access by foot or vehicle. Each party agrees to cooperate in granting the local utility company any necessary utility easement for purposes of installing utilities in the 50 foot wide easement area.

Together with the right to install, maintain, and repair a graveled road including necessary banking and culverts. The width of said travelled way of the graveled road shall be limited to no greater than twenty feet unless the parties otherwise agree in writing. Travel across the easement areas by vehicles shall be limited to crossing the graveled travelled way. Grantor and Grantee agree that alteration of the northerly bounds of the existing woods road within the above 50 foot wide easement area shall not alter the respective bounds of their properties. The northerly bounds of the above granted 20 foot wide right of way is monumentation of the common boundary and the driveway being installed, maintained and repaired shall not alter said northerly bounds.

Grantor and Grantee acknowledge that the parties will share the use of parts of the road and other improvements in the easement areas under this easement and reciprocal easement as set forth above. In addition, each party will use a portion of the road primarily for access to its own land. Each party will be responsible for the repair and maintenance, including snow removal as necessary, of the portions of the road on the easement area and reciprocal easement used primarily by that party for access to its own land. Grantee and Grantor hereby agree to share proportionately the costs for the repair and maintenance of the portions of the easement areas used in common including in proportion to number of lots created, except there shall be no obligation to contribute until such time there is a house or other primary structure on a party's lot.

Notwithstanding the foregoing, the parties agree that if any maintenance or repair of the easement area is necessitated by the act of one of the parties or by the act of the respective parties' employees, agents, contractors and invitees, and such maintenance or repair is not due to normal wear and tear, the cost of such maintenance or repair shall be borne solely by such party causing such need.

Prior to performing any maintenance or repair of an easement area, each party will provide notice to the other party describing the work to be performed, and, except in the event of an emergency, will obtain the written consent of the other party for the work to be performed.

The covenants stated herein as to the above easements shall run with the land.

**IN WITNESS WHEREOF**, the said Coastal River Conservation Trust has caused this instrument to be sealed with its corporate seal and signed in its corporate name by, Steven B. Hufnagel its Executive Director, this 7th day of November 2025.

Witness

**COASTAL RIVERS CONSERVATION TRUST**

By: Steven B. Hufnagel
Its: Executive Director

STATE OF MAINE
LINCOLN COUNTY, ss.

Date: November 7, 2025

Personally appeared the above named Steven B. Hufnagel in his aforesaid capacity as, Executive Director and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Trust.

Before me,

Hylie A. West

~~Notary Public~~ / Attorney at Law

Hylie A. West

Type or Print Name

My Commission Expires:_____

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