USER AGREEMENT

THIS AGREEMENT is made as of the 18th day of January, 2005 between **THE TOWN OF READFIELD**, a municipal corporation with its principal place of business in Readfield, County of Kennebec and State of Maine (hereinafter "TOWN"), and **GARDINER SAVINGS INSTITUTION, FSB**, a federally charted savings institution with its principal place of business in Gardiner, County of Kennebec and State of Maine (hereinafter "GSI").

W I T N E S S E T H:

WHEREAS, TOWN is the owner of certain real property located in Readfield, Kennebec County, Maine, identified as shown generally on the plan dated 11-12-04 attached hereto as Exhibit A (the "Plan") and labeled the "Proposed GSI Lot" and the "Fire Station Lot" said Proposed GSI Lot being more particularly described in Exhibit B attached hereto;

WHEREAS, Town and GSI desire to enter into certain agreements regarding the use of the GSI Lot and the Fire Station Lot as hereinafter set forth;

NOW, THEREFORE, for and in consideration of the rights and obligations and limitations contained herein, the sufficiency of which is hereby acknowledged, the Town and GSI do agree as follows:

1. **GSI Sign located on Fire Station Lot.**

   a. The Town hereby agrees to allow GSI to install, repair and maintain a commercial sign on the Fire Station Lot in the area shown on the Plan for use to announce the location of the business of GSI on the GSI Lot and an entrance to the GSI Lot as hereafter referenced.

b. The sign shall be in compliance with all rules, laws and ordinances of the federal, state, and local laws and shall be designed in a manner reasonably satisfactory to the Town. Nothing herein shall waive or modify compliance with any applicable municipal ordinance, rules or laws. The sign shall be attractive and shall not be intrusive or obstructive of the views and egress and ingress to Town's current and contemplated use of the Fire Station Lot. The final design of the sign and all related supporting structures and the landscaped area shall be as shown generally on the preliminary drawings submitted to the Town and the final design shall require the Town's further written consent and approval the final design and location of the sign and all supporting structures. All and any future amendments or modifications to the sign shall require the Town's written consent.

c. GSI shall be obligated to construct, repair and perpetually maintain the sign, so long as this agreement remains in effect, and including the landscaped area at its sole cost and expense and shall keep the sign and all supporting structures and the landscaped area surrounding and adjacent to the sign in good and suitable condition satisfactory to the Town in its reasonable discretion. Notwithstanding the foregoing the Town shall reimburse GSI for 50% of the maintenance cost of the sign and landscaped area so long as GSI provides advance notice and obtains the Town's consent to proposed maintenance charges, the Town agrees not to unreasonably withhold its consent and approval of its portion of the maintenance expenses.

d. The design and construction of the sign shall be subject to the approval of the Planning Board of the Town of Readfield.. GSI shall be responsible for all costs related to the power to operate the sign, and if not separately metered to GSI, GSI shall reimburse the Town for its power costs upon presentation of a bill incurred by the Town related to the lighting of the sign. Notwithstanding the foregoing the Town shall reimburse or offset in favor of GSI 50% of the annual cost of the operating power costs for sign once constructed. The sign shall be constructed in a good and workman-like manner in accordance with the final design approved the Town.

e. The Town reserves and is granted the right to use the sign to announce the location of its volunteer fire department or other use of the Fire Station Lot and provide space for announcements of public gatherings or matters of public interest, within the limited area designed for such use on the sign and without cost or rental or expense or charge from GSI.

f. Notwithstanding the forgoing, or any other remedy provided herein, in the event GSI violates the terms of this agreement regarding the sign, including without limitation, fails to maintain and repair the sign as provided and according to the terms herein, or fails to obtain any necessary consents or approvals from the State, the Town may terminate the rights provided under this agreement by providing GSI a notice of default hereunder. The notice shall identify with reasonable particularity the default(s) claimed by the Town and provide GSI thirty (30) days to cure any default. Upon failure to cure any the default(s) referenced in the notice, all rights under this agreement related to this provision shall expire and terminate without further notice including

the right to locate the sign on the Fire Station Lot and GSI shall thereafter in such event GSI shall remove the sign at the request of the Town including all supporting structures and return the area occupied by the sign to as good or better condition prior to the installation of the sign including removal. At the option of the Town in the event of a default and failure to cure as herein provided by GSI, GSI agrees that all of GSI's right title and interest in the sign and all rights related thereto are forfeited and abandoned and the sign shall become the excusive property of the Town and the Town shall have the entire rights to remove, modify, or use the sign or any of its supporting structures.

2. **The Roadway Entrance and Access Rights for the benefit of the Bank over the Fire Station Lot.**

   a. Town agrees to permit GSI to use, improve and construct for use by its customers, agents and contractors, an entrance and traveled way across the Fire Station Lot for access to the GSI Lot as shown on the Plan. The rights to use said way and entrance way shall be limited to customers, contractors, agents and employees of GSI and users of the Fire Station Lot and be non-exclusive as between the parties for such uses. The traveled way shall not be a public way.

   b. GSI shall design and construct said access roadway and entrance in a manner satisfactory to the Town, and the Town's satisfaction and acceptance of the final design of the access way roadway and entrance must be further evidenced by the Town's consent in writing.

c. GSI and the Town shall share joint responsibility for the maintenance cost of the access way and entrance way, including sanding and snowplowing. The town shall maintain sole responsibility for maintenance and repair of the sidewalks on said Route 17 and said Route 41 to include snow removal and sanding. GSI may not modify any design approved by the Town, nor modify the use of the roadway without the Town's further written consent. The design shall include a paved way, sidewalks and parking spaces for Town emergency vehicles and shall not include parking rights for the benefit of the GSI, or its customers or agents in any location.

d. Nothing herein shall limit or prevent the Town from plowing said way in the event emergency circumstances require clearance, plowing or maintaining said way for the Town's use as egress or ingress to its Fire Station Lot.

e. Notwithstanding the forgoing, in the event GSI or the Town, or its agents or customers, violates the terms of this agreement regarding the use of the access way and roadway entrance, including without limitation, obstruction of said way in a manner which impedes the emergency ingress or egress from the Fire Station Lot or normal traffic flow to and from GSI, or fails to maintain and repair the roadway, entrance way, or sidewalks or if GSI fails to obtain the written approval of the Town to the design and final location of the Roadway Access and Entrance rights, the Town and/or GSI may terminate the rights provided under this agreement by providing notice of default under this agreement. The notice shall identify with reasonable particularity the default(s) and provide thirty days (30) days to cure any default. Upon failure to cure any default(s) referenced in the notice to the reasonable, all rights

provided under this paragraph in favor of the defaulting party shall immediately terminate.

3. **Mutual Snow Storage Agreement.**

a. GSI and the Town each agree that the other may use the Fire Station Lot and the GSI Lot, respectively, for temporary storage of excess snow, however, said temporary snow storage shall only be for excess snow from the GSI Lot or the Fire Station Lot, which otherwise can not be practically stored on the respective land owners land.

b. Both GSI and the Town shall jointly endeavor to minimize the storage of snow on the land not owned by said party and in all circumstances shall not obstruct the use of the GSI Lot or the Fire Station Lot for their respective intended purposes.

c. GSI does further hereby agree and acknowledge that a private septic system is located on the Fire Station Lot. GSI does therefore further hereby acknowledge and agree that any damage caused by GSI or its contractors or agent, by the storage of snow, or travel of snow plowing vehicles over any portion of the Fire Station Lot which causes damage to the septic system, or tank, or fields, or pipelines located on the Fire Station Lot shall be repaired at the sole cost of GSI, notwithstanding any other agreement existing between the users of the septic system regarding shared use and expense. The approximate area of the leach field area is as shown on the Plan.

4. **Surface water runoff.** GSI shall not develop the GSI Lot in a manner which discharges surface water runoff across portions of the Fire Station Lot which interfering with the septic system or primary intended use of the Fire Station Lot. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements (including without limitation building and building expansion, curbs, drives and paving) shall be subject to the approval of the Town in writing.

5. **No assignment and Automatic Termination Provision.** The rights provided under this agreement are issued in conjunction with and in consideration of the sale of the Proposed GSI Lot to GSI for use as a branch banking facility. Any transfer, conveyance, change of use of the GSI Lot, or grant of a beneficial interest to another party other than GSI shall be permissible only with prior approval of the Select Board and, when required by Ordinance, the Planning Board. It being the intention of the Town to grant these rights only to GSI, or an approved and welcome use compatible with Town property in the Town's discretion.

6. **Insurance.** GSI shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property to afford protection to the limit of not less than $1,000,000.00 for injury or death of a single person, and to the limit of not less than $1,000,000.00 for any one occurrence, and to the limit of not less than $1,000,000.00 for property damage. Both the Town and GSI shall list one another as an additional insured and will provide one another with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance

may be written by additional premises endorsement on any master policy of insurance in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without thirty (30) days prior written notice to the other party.

7. **Right of Entry.** The defaulting party hereby grants to the aggrieved party a non-exclusive right of entry and non-exclusive easements across and under any and all areas of the defaulting party's parcel that are customarily accessed by the public (such as the common road, parking areas and sidewalks and excluding the right to enter any buildings demised to or owned by others) for all purposes reasonably necessary to enable the aggrieved party (acting directly or through agents, contractors, or subcontractors), to perform any of the terms, provisions, covenants or conditions of this Agreement which the defaulting party shall have failed to perform, after notice and time to cure each said default as above referenced, but no notice and time to cure need be given in the event of any emergency.

8. **Headings.** The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

10. **Attorneys Fees.** In the event of a dispute between the parties, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

11. **Further Cooperation.** In the event further documentation is required to document the rights of GSI to locate and construct the sign to satisfy such additional requirements, if any, required by the Maine Department of Transportation, the parties agree to cooperate to provide such further documentation.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

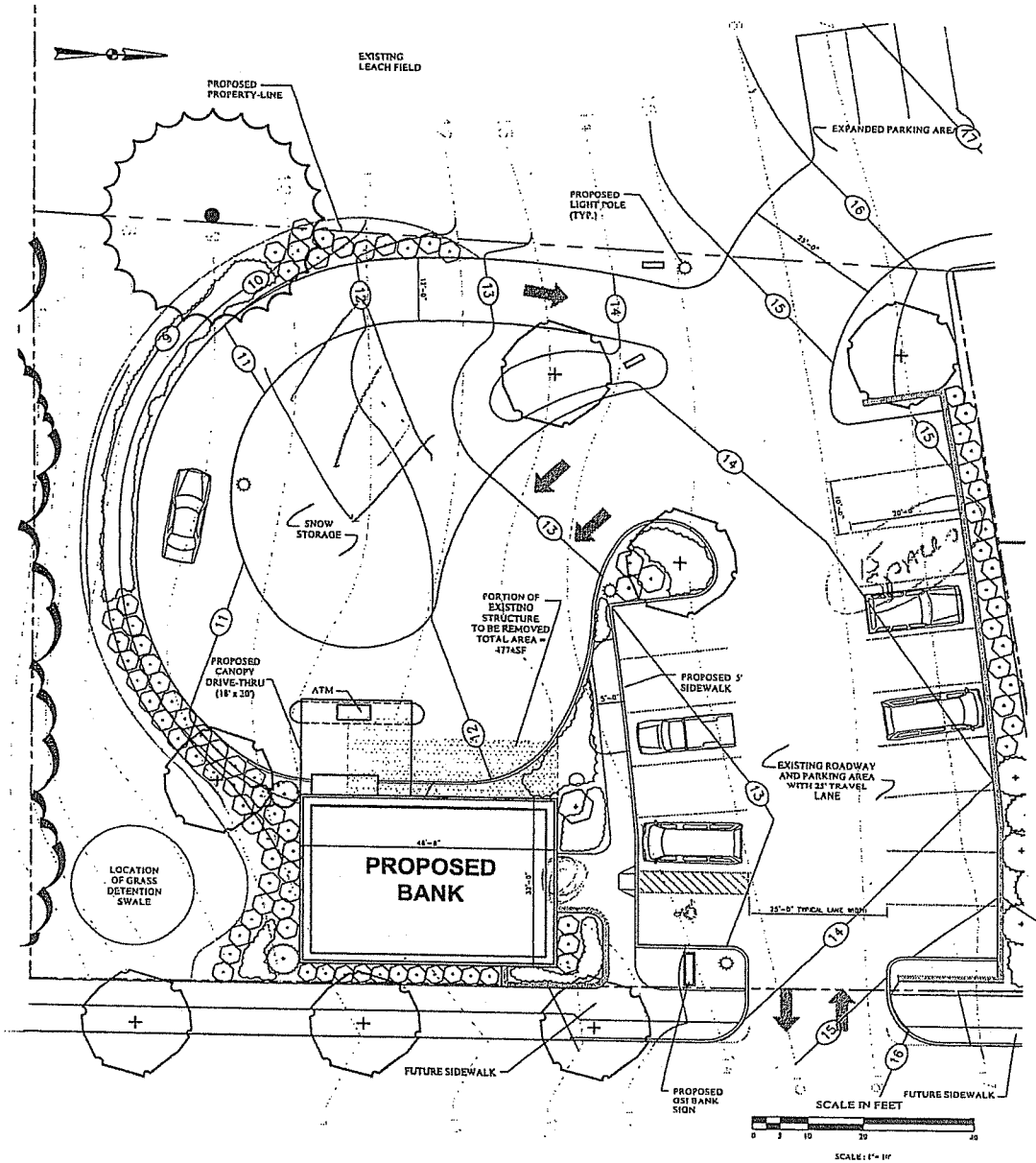
THE TOWN OF READFIELD

By: Stefan M. Pakulski
Name: Stefan M. Pakulski
Title: Town Manager

GARDINER SAVINGS INSTITUTION, FSB

By: Treasurer
Name:
Title:

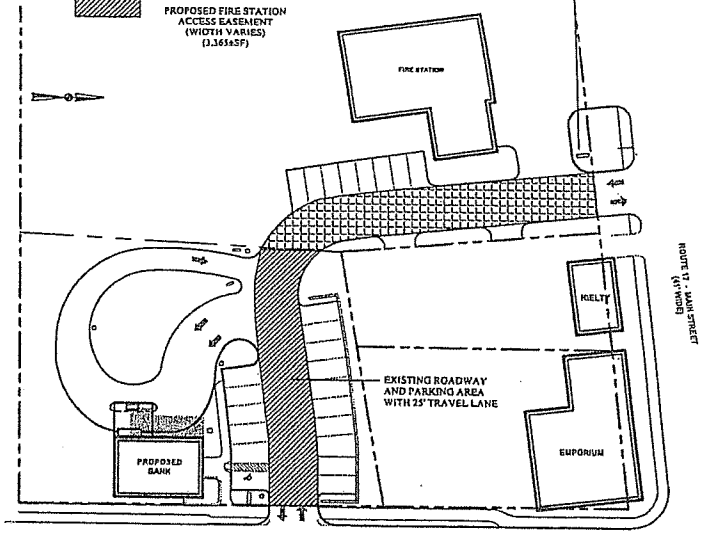
ATTEST



LEGEND:

PROPOSED GSI ACCESS AGREEMENT (WIDTH VARIES) (4,065±SF)

PROPOSED FIRE STATION ACCESS EASEMENT (WIDTH VARIES) (3,365±SF)



EASEMENT PLAN
SCALE: 1"=30'-0"

SCALE IN FEET
SCALE: 1"= 30'

NOTE:
1). EXISTING BUILDINGS ARE APPROXIMATE AND BASED ON AERIAL PHOTOGRAPHY ONLY.

Gates, Leighton & Associates, Inc.
LANDSCAPE ARCHITECTURE

SITE/EASEMENT PLAN
Gardiner Savings Institution
Readfield, Maine
January 7,2005

CONCEPTUAL DESIGN

Sheet 1 of 1

1

EXHIBIT B

A certain lot or parcel of land with the building thereon, situated on the westerly side of State Route 41, also known as the **Winthrop Road** in the Town of Readfield, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at a point on the westerly side line of Winthrop Road, so-called, said point being about one hundred thirty (130) feet southerly of the southerly side line of Main Street, so-called, said point being the southeasterly corner of land now or formerly of Robert and Helen Bittar (Book 2359, Page 17), and being marked by an iron pipe;

Thence S 29° 08' 16" W along the westerly side line of said Winthrop Road, one hundred eighty-six and one hundredths (186.01) feet to the northeasterly corner of land now or formerly Potter Tank Farm, Inc., (Book 4794, Page 217), said point being marked by a number 4 rebar;

Thence N 60° 36' 56" W along the northerly line of land now or formerly said Potter Tank Farm, Inc., and passing through two (2) iron pins, one hundred forty-five and no hundredths (145.00) feet to a point marked by a number 4 rebar set at remaining lands of the Town of Readfield;

Thence N 34° 05' 33" E and passing through land of the Town of Readfield one hundred sixty-three and ninety-four hundredths (163.94) feet to the southwesterly corner of land now or formerly of Gary and Ann Keilty (Book 3299, Page 193), said point being marked by a granite monument;

Thence S 69° 51' 26" E along the southerly line of land now or formerly said Gary and Ann Keilty forty-nine and ninety-seven hundredths (49.97) feet to the southwesterly corner of land now or formerly Robert and Helen Bittar, said point being marked by an iron rod;

Thence S 70° 46' 34" E along the southerly line of land now or formerly said Bittar eighty-two and seventy-two hundredths (82.72) feet to an iron pipe and the point of beginning.

Said lot or parcel contains about 0.55 acres.

The within described lands are based on a survey and plan entitled "Plan of Land for Town of Readfield and Gardiner Savings Institution, Record Owners, Town of Readfield, County of Kennebec", dated January, 2005, prepared by D. O. Harriman, P.L.S. #359.

EXCEPTING AND RESERVING to the Town of Readfield the right and easement for ingress and egress to remaining lands of the Town of Readfield, known as the "Fire Station Lot", so called, from said Winthrop Road, also known as Route 41 and described as running generally over a twenty five foot (25') wide strip of land commencing at the easterly side thereof at Route 41 and running in a generally northwesterly direction over and across the within conveyed lands to remaining lands of the Grantor, as shown on the above-described Survey, including the right but not the obligation to improve and maintain said right of way for uses of the retained lands of Grantor.

For Grantor's source of title, reference may be had to the following deeds recorded in the Kennebec County Registry of Deeds:

1) Fred P. Raymond et ux, the first being dated November 5, 1935 recorded in Book 715, Page 447; and the second being dated April 13, 1950, recorded in Book 890, Page 596;
2) Douglas E. Johnston, dated March, 1948, recorded in Book 876, Page 45;
3) George L. Cullivan, the first being dated January 30, 1967 and recorded in Book 1551, Page 656; and the second being dated December 1, 1973 and recorded in Book 1718, Page 109; and
4) Erlon F. Mason dated April 24, 1978 and recorded Book 2099, Page 175.

SUBJECT TO the following easements:

1) to Central Maine Power Company and New England Telephone and Telegraph Company, dated August 31, 1979, Book 2250, Page 61; and
2) to Community Service Telephone Co., dated July 19, 1999, recorded Book 6024, Page 96.