

DRIVEWAY EASEMENT

This agreement made this 30th day of June, 1994, by and between **WILLIAM H. RODGERS, III**, of the City of Newton, County of Middlesex and State of Massachusetts, party of the first part, which expression shall include his heirs, executors, administrators, agents or assigns where the context so required or admits, and **MARK D. COPPOLA, Trustee of Vernon Realty Trust**, under Declaration of Trust dated October 20, 1993, recorded with Middlesex South Registry of Deeds in Book 22836, Page 386, of the City of Newton, County of Middlesex and State of Massachusetts, party of the second part, which expression shall include his heirs, executors, administrators, agents or assigns, where the context so requires or admits, Witnesseth:

WHEREAS, the party of the first part owns and has title to the real estate located in the City of Newton, County of Middlesex and State of Massachusetts, described as follows:

A certain parcel of land with the buildings thereon, situated in Newton, Middlesex County, Massachusetts, being shown as Lot 1 Vernon Street on a plan entitled, "Plan of Land in Newton, Mass." dated October 22, 1993, Needham Survey Associates, Inc., recorded with Middlesex South District Deeds in Record Book 23846, Page 308, and

WHEREAS, the parties of the second part owns and has title to the real estate located in the City of Newton, County of Middlesex and State of Massachusetts, described as follows:

A certain parcel of land with the buildings thereon, situated in Newton, Middlesex County, Massachusetts, being shown

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as Lot 2 Vernon Street on a plan entitled, "Plan of Land in Newton, Mass." dated October 22, 1993, Needham Survey Associates, Inc., recorded with Middlesex South District Deeds in Record Book 23846, Page 308, and

WHEREAS, said properties are adjacent to each other so that the east line of said Lot 1 forms the west line of said Lot 2; and

WHEREAS, the parties hereto in consideration of the sum of One (\$1.00) Dollar in hand paid each to the other, have agreed to grant to each other an easement or right of way along said adjoining first line;

Now, therefore, in pursuance to said Agreement and for and in consideration of the sum of One (\$1.00) Dollar paid by each of said parties to each other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations therein contained, it is mutually covenanted, stipulated and agreed by and between the parties hereto as follows:

1. **Grant by First Party.** The party of the first part hereby grants to the party of the second part, his heirs and assigns, an Easement and Right of Way, together with the full and free right for him and his tenants, servants, visitors and licensees, successors or assigns in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said Lot 2 and/or the rear entrances of and/or the garage connected with the

dwelling or improvements located on said Lot 2 and for all other purposes connected with the use of said Lot 2, to pass and re-pass along and over a strip of land of varying width, extending upon and along the easterly side of said Lot 1 and northerly across a sidewalk and a parkway from Vernon Street to the easterly line of said Lot 1 and as further shown and demarcated as a "driveway access easement" on a plan entitled, "Plan of Driveway Access Easement, Newton, Mass., Needham Survey Assoc. Inc., 281 Chestnut St., Needham, Mass., June 29, 1994"; attached hereto.

2. **Grant by Second Party.** The party of the second part hereby grants to the party of the first part, his heirs and assigns, an Easement and Right of Way, together with the full and free right for him and his tenants, servants, visitors and licensees, successors or assigns in common with all others having the like right, at all times hereafter with or without automobile or other vehicles or on foot, for the purpose of ingress and egress to and from the rear or any other portion of said Lot 1 and/or the rear entrances of and/or the garage connected with the dwelling or improvements located on said Lot 1 and for all other purposes connected with the use of said Lot 1, to pass and re-pass along and over a strip of land of varying width, extending upon and along the westerly side of said Lot 2 and northerly across a sidewalk and a parkway from Vernon Street to the westerly line of said Lot 2 and as further shown and demarcated as a "driveway access easement" on a plan entitled, "Plan of Driveway Access Easement, Newton, Mass., Needham Survey Assoc. Inc., 281 Chestnut St., Needham, Mass., June 29, 1994".

3. **Appurtenant.** It is further understood and agreed that the easements granted herein are to be held by the respective grantees, his heirs and assigns as appurtenant to the land owned by the respective grantees.

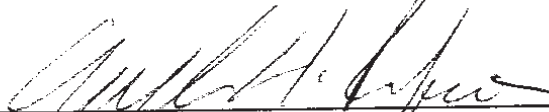
4. **Cost of Maintenance.** It is further understood and agreed that the parties of the first part will and do hereby assume and agree to pay one-half, and the parties of the second part will and do hereby assume and agree to pay one-half of the cost of maintaining the present paved driveway over the respective easements herein granted, together with the cement approach and a sidewalk which now forms a part of said driveway and over which same extends.

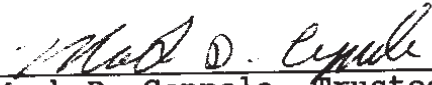
Said easement is subject to a covenant, running with the land whereby responsibility for the maintenance, including any reasonable expenditures for said common driveway as aforesaid shall be borne equally by the owners of Lots 1 and Lot 2, and their successors and assigns respectively.

Further, any party refusing to pay its' respective share of said reasonable expenditures shall be subject to the other party being able to levy a lien on the non-paying party's property, which lien shall include all costs, including reasonable attorney's fees incurred as a result of having to levy said aforementioned lien.


5. **Duplicate Copies.** This agreement has been executed in duplicate by the parties and each executed copy thereof shall be considered an original.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.


William H. Rodgers, III


Mark D. Coppola, Trustee of
Vernon Realty Trust

ASSENTED TO:

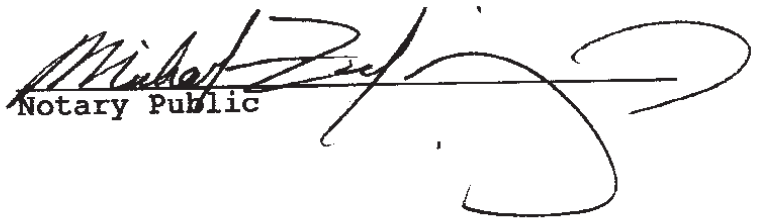

Middlesex Federal Savings, F.A.
Richard Felteau, Vice President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

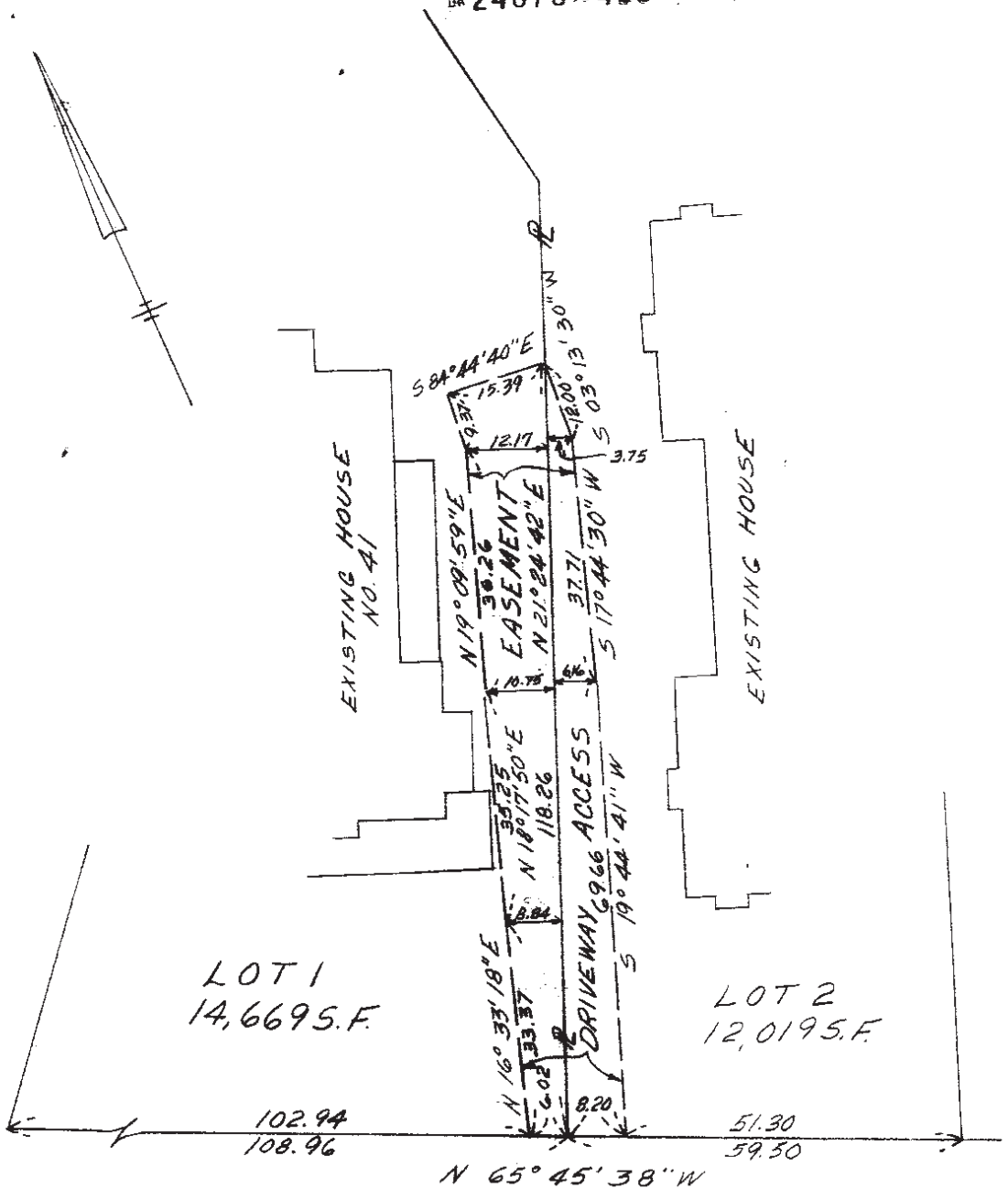
June 30, 1994

Then personally appeared the above-named William H. Rodgers, III, Mark D. Coppola, Trustee and Richard Felteau, Vice President as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

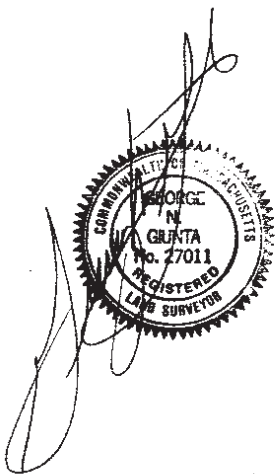

Notary Public

My Commission Expires:
July 17, 1998

24678458



VERNON (40' WIDE-PUBLIC) STREET



PLAN OF DRIVEWAY ACCESS EASEMENT

NEWTON, MASS.

Needham Survey Assoc. Inc.

281 Chestnut St.

Needham Mass.

JUNE 29, 1994