

**DECLARATION OF COMMON DRIVE  
MAINTENANCE COVENANT**

Yvon Cormier Construction Corp., a Massachusetts corporation having a usual place of business at 3 Crenshaw Lane, Andover, Essex County, Massachusetts (“Grantor”) for the consideration set forth below, the receipt and sufficiency of which is acknowledged, grants with quitclaim covenants to the Inhabitants of the Town of Amesbury, a municipal corporation acting by and through its Planning Board (“Town”), its successors and assigns and those claiming through or under it with an office and place of business at 62 Friend Street, Amesbury, Essex County, Massachusetts, a covenant granted in gross with respect to the land described as follows:

The parcels of land situate in Amesbury, Essex County, Massachusetts, shown as Lots 3, 4, 6, 7 and 8 (collectively referred to as “Lots” and referred to individually as a “Lot”) shown on a plan entitled “Definitive Subdivision of Land At 47.5-57 Kimball Road In Amesbury, Massachusetts, Prepared For: BC Realty Trust, 64 School Street, Merrimac, Massachusetts,” by Atlantic Engineering & Survey Consultants, Inc., dated @@, which plan is recorded in the Essex South Registry of Deeds at Plan Book @@, as Plan No. @@ (“Plan”).

1.) The Grantor covenants and agrees for itself, its heirs/successors and assigns to grant upon the conveyance or other transfer of a Lot or Lots, for the benefit of each lot individually and collectively, the perpetual right and easement to use in common with the owners of one or more of the Lots described above (“Lot Owners”) each with the other and their successors that area designated as “@Common Drive” on the Plan. Said easement shall provide that the Common Drive may be used by the Lot Owners for all purposes for which driveways are now or may hereafter be used in the City of Amesbury, including, without limitation, access on foot and by motor vehicle and including the installation, maintenance, replacement, removal and use of underground utility lines including, without limitation, sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines. Said easement shall provide, at a minimum, for the following:

a. The Lot Owners and their successors in title to each and any of the Lots shall have the right to use and enjoy the Common Drive for the purposes stated in the easement, in common with the other Lot Owners;

b. If, in connection with the exercise of said easement right in the Common Drive, any Lot Owner shall make any excavations within the Common Drive, the Lot Owner so excavating will, as soon as possible, restore the Common Drive to its condition immediately prior to the excavation;

c. Each Lot Owner will indemnify and save the others harmless from and against any loss, damage or liability arising out of the exercise of the rights granted herein;

d. Each Lot Owner shall be responsible for 20% of the cost of maintenance of the Common Drive, including without limitation, maintenance of the driveway surface and snow removal. Sodium chloride is prohibited. Calcium chloride must be used for de-icing Common Drive. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive. Stone bollards must be used to mark Common Drive and maintained;

e. No Lot Owner shall use the Common Drive so as to hinder or prohibit or unreasonably interfere with or interrupt the use of the Common Drive by others entitled thereto; and

2.) The Grantor agrees and covenants for itself, its heirs/successors and assigns and those claiming through or under them, to the following covenants, which are hereby imposed for the benefit of the City of Amesbury and which shall be administered and enforced by its Planning Board, in consideration of the Town's granting of a special permit pursuant to the Amesbury Zoning By-law, @@@ and as amended subsequently of the Code of the City of Amesbury, and for additional consideration, the receipt and sufficiency of which is acknowledged, as follows:

a. The Common Drive shall be constructed in conformance with the special permit granted by the Amesbury Planning Board and used in compliance with the Amesbury Zoning By-law, @@ and as amended subsequently of the Code of the City of Amesbury;

b. The City of Amesbury shall have no responsibility for maintenance of the Common Drive and there shall be no plowing of the Common Drive or trash pickup within the Common Drive by the City of Amesbury. As between the City of Amesbury and the Lot Owners, the Lot Owners shall bear 100% responsibility, joint and severally, for maintenance and repair of the Common Drive;

c. The Lot Owners shall never request the City of Amesbury to maintain, or plow the Common Drive, as it is the intent of the Grantor and the City of Amesbury that the Common Drive shall be a private easement and shall never be considered or accepted as a public way or private way open to the public;

d. This covenant shall be referenced by book and page/document number in each deed executed by the Grantor for the conveyance or other instrument of transfer of one or all of the Lots shown on the Plan;

e. Each deed of conveyance or other instrument of transfer of a Lot or Lots executed by the Grantor shall include the grant of an easement or reference to a grant of easement agreement conforming to the terms of this Covenant;

f. In the exercise of the rights and obligations granted hereunder, each Lot Owner shall comply with all applicable laws, statutes, regulations and bylaws now or hereafter in effect;

g. The Lot Owners agree never to rescind or modify this Declaration of Shared Driveway Maintenance Covenant unless approved by the Planning Board of the City of Amesbury; and

h. The Grantor and its heirs/successors and assigns shall forego any action at law or equity attempting to contest the validity of any provision of the covenants contained herein and shall not, in any enforcement action, raise the invalidity of any provision of said covenants as a defense. If any provision of said Covenant shall nevertheless to any extent be held invalid, the remainder shall not be affected.

i. The Grantor agrees to record this covenant with the Essex South District Registry of Deeds in any event prior to the conveyance or other transfer of any interest in one or more of the Lots.

The Grantor further agrees to provide the Amesbury Planning Board with a copy of the recorded covenant within seven business days of its recording.

The covenants and obligations contained herein shall be enforceable by the Lot Owners and the City of Amesbury, acting by and through its Planning Board. The Town shall have the option to enforce said covenants, but does not have the obligation to do so. Any election by the Town as to the manner and timing of its right to enforce these covenants or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

The Lots subject to this Declaration are a portion of those premises described in the deed of Laura P. Warner to Yvon Cormier Construction Corp. dated July 15<sup>th</sup>, 1970 and recorded in the Essex South County Registry of Deeds Book 5697, Page 435.

Executed under seal this    day of            , 2015.

Yvon Cormier Construction Corp.

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By: Yvon Cormier  
Its: President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this    day of            , 2015, before me, the undersigned notary public, personally appeared Yvon Cormier, President and Treasurer, proved to me through satisfactory evidence of identification, which was a driver's license and personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose,

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Notary Public –  
My Commission Expires: