

ACCESS EASEMENT
AND DRIVEWAY MAINTENANCE AGREEMENT

THIS ACCESS EASEMENT AND DRIVEWAY MAINTENANCE AGREEMENT (this "Agreement") is made as of this 20th day of August, 2026, by and between **MICHAEL R. RICE and CAROL A. RICE**, with a mailing address of RR13 Box 1677, Holden, Maine 04429 (collectively "Rice") and **MARY ROBIN DEL GUIDICE**, with a mailing address of 12108 Glencliff Circle, Tampa, Florida 33626 ("Del Guidice"), concerning real estate located in the city of Ellsworth, Hancock County, Maine as follows:

RECITALS:

WHEREAS, Rice are Owners of 13 Emerald Way, Ellsworth, Maine 04605, by virtue of the deed from Harry R. Keiser dated October 6, 1983, and recorded in Book 1481, Page 231 of the Hancock County Registry of Deeds, and the deed from Harry R. Keiser dated January 8, 1992, and recorded in Book 1904, Page 346 of said Registry of Deeds (the "Rice Property"); and

WHEREAS Del Guidice is the Owner of 12 Emerald Way, Ellsworth, Maine 04605, by virtue of the deed from Olivia P. Del Guidice dated July 19, 2018, and recorded in Book 6902, Page 501 of the said Registry of Deeds (the "Del Guidice Property"); and

WHEREAS, the Del Guidice Property is accessed by a driveway leading from Scotts Neck Road that crosses entirely over the Rice Property, said driveway is also used by Rice to access the residence on the Rice Property (the "Driveway"); and

WHEREAS, Rice agrees to grant to Del Guidice an easement over the driveway appurtenant to the Del Guidice Property;

WHEREAS, Rice and Del Guidice desire to enter into an agreement regarding the maintenance of the Driveway and the allocation of the costs relative thereto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the undersigned hereby agree and declare for themselves and their successors in interest in the above-described properties as follows:

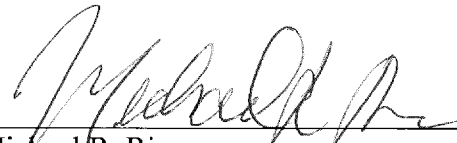
[A] Grant of Easement: RICE hereby grants to DEL GUIDICE as appurtenant to the Del Guidice Property, a fifteen (15) foot right of way for ingress and egress over the Driveway that crosses the Rice Property, the centerline of said right of way being the centerline of the Driveway, starting from Scotts Neck Road to continuing to the Del Guidice Property.

[B] Driveway Maintenance Agreement: RICE and DEL GUIDICE agree as follows:

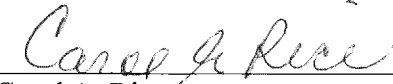
1. None of the parties hereto shall obstruct or otherwise interfere with the use of the Driveway by other owners of the Rice Property or the Del Guidice Property, their agents, guests, or invitees.
2. No parking on the Driveway is allowed.
3. The owners of the properties shall each be required to pay one-half of the costs of the maintenance and repair of the Driveway in accordance with the standards set forth below:
 - a. The traveled surface of the Driveway shall be maintained to a standard which allows for safe passes for ingress and egress by the property owners, their guests and invitees;
 - b. Appropriate drainage mechanisms shall be maintained within the Driveway to provide necessary drainage as required; and
 - c. The surface of the Shared Driveway shall be graded periodically so as to maintain a reasonably smooth and level surface.
 - d. Winter maintenance shall be shared among only those owners utilizing the respective properties during the season when it snows.
4. The property owners required to contribute shall meet at least annually, either in person or by electronic means, on a mutually acceptable day and time in May of each year, for the purpose of discussing and agreeing upon the repair, maintenance, and budget required for the current year. The owners, or either of them, shall then arrange for the repair/maintenance work to be performed by a contractor, to be billed in equal parts directly to each owner by said contractor. Each owner shall be responsible for that owner's share of the costs of annual maintenance and repair directly to the contractor performing such work.
5. Any property owner shall be required to repair any damages beyond normal wear and tear caused to the Shared Driveway by them individually (or caused by their agents, invitees or guests without reimbursement for any other property owner.
6. By acceptance of a deed to one of the above-described properties, the owners of each property hereby agree for themselves, their successors and assigns, to assume and perform their pro-rata share of the obligations hereunder and that all future deeds of conveyance concerning the title to any of the applicable property shall bind the Grantees therein to the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

WITNESS



Michael R. Rice



Carol A. Rice

Mary Robin Del Guidice

STATE OF MAINE
COUNTY OF HANCOCK

August 19th, 2026

Personally appeared before me, the above-named Michael R. Rice and Carol A. Rice and severally acknowledged the foregoing to be their free act and deed.



Notary Public/Maine Attorney-at-Law
Diane S. O'Connell
ME Bar # 9475

STATE OF MAINE
COUNTY OF _____

_____, 2026

Personally appeared before me the above-named Mary Robin Del Guidice, and acknowledged the foregoing to be her free act and deed.

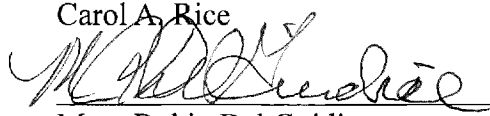
Notary Public/Maine Attorney-at-Law

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first set forth above.

WITNESS

Michael R. Rice

Carol A. Rice



Mary Robin Del Guidice

STATE OF MAINE
COUNTY OF HANCOCK

August 19th, 2026

Personally appeared before me, the above-named Michael R. Rice and Carol A. Rice and severally acknowledged the foregoing to be their free act and deed.

Notary Public/Maine Attorney-at-Law

STATE OF MAINE Penobscot
COUNTY OF ~~Hancock~~

August 20, 2026

Personally appeared before me the above-named Mary Robin Del Guidice, and acknowledged the foregoing to be her free act and deed.



Notary Public/Maine Attorney-at-Law

Bar No 006742

Elizabeth H. Ouellette, Atty