

ROAD MAINTENANCE AGREEMENT
Bailey Farm Road, Freeport, Maine

This agreement is entered into this 2 day of Sept, 2006, by and between James Chapman, Sunday Chapman, John Krainis, Nora Krainis, Thomas Sawicki, Shay Sawicki, Charles Ramsay, Christine Ramsay, Randall Nichols, Mary Nichols, James Sartoris, and Gwen Sartoris of Freeport, Maine, being property owners with land fronting on or accessed by the private way known as Bailey Farm Road (hereinafter referred to as "the private way") running northeasterly from Route 136 in the Town of Freeport, County of Cumberland and State of Maine to the property of the above parties (hereinafter referred to as "Landowners").

WITNESSETH

Whereas, Landowners own property with frontage on or accessed only by the private way known as Bailey Farm Road running northeasterly from Route 136 in the Town of Freeport, County of Cumberland and State of Maine, which private way will not be plowed or otherwise maintained by the Town of Freeport; and

Whereas, Landowners are desirous of forming an association and entering into an agreement regarding the maintenance of the private way and the allocation of the costs necessary to so maintain the way;

Now therefore, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Pursuant to the terms of this Agreement the Landowners agree to maintain the private way known as Bailey Farm Road which provides access to each of their properties and further agree to not obstruct or otherwise interfere with the use of said way by the other Landowners, their personal representatives, heirs and assigns. The private way being comprised of:
 - A. The parcel designated "Proposed Right of Way 49,643 Sq. Ft. + 1.14 Acres" as shown on a plan entitled "Standard Boundary Survey Route 136, Freeport, Maine, made for David and Dale Bourassa" made by Titcomb Associates of Falmouth, Maine, dated July 25, 1996, and recorded in the Cumberland County Registry of Deeds in Plan Book 196, Page 265, (hereinafter referred to as "**Bailey Farm Road, front section**"), and
 - B. The parcel designated "Krainis Family Right of Way, 1.79 Acres" as shown

on a plan entitled "Standard Boundary Survey for the Krainis Family Residence at Bailey Farm" dated October 17, 1997, and revised November 23, 1999, and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 18, (hereinafter referred to as "**Bailey Farm Road, back section**").

- C. Any additional parcel or parcels of land which may be added to Bailey Farm Road by deeded conveyance for the purpose of expanding, enlarging or extending the private way for the benefit of the Landowners.
2. The Landowners herein acknowledge that the total length of the private way constitutes an easement and/or right of way appurtenant to all of the lots which abut the private way or which are accessed by the private way. The respective rights identified herein run with the land to the respective Landowners, their heirs, successors and assigns.
 3. The private way shall be maintained by all Landowners pursuant to the following criteria:
 - A. For **Bailey Farm Road, front section**, each Landowner who currently occupies a home or commences the construction of a home or other structure on all or a portion of his or her land which is accessed by either **Bailey Farm Road, front section** or **Bailey Farm Road, back section** shall assume an equal maintenance obligation with all other Landowners who have built or commenced construction of homes or structures, based on the total number of homes built on the land which is accessed by the aforesaid ways. For example, if there are a total of 4 houses accessed by the aforesaid ways and one Landowner has built two houses on all or a portion of his or her land accessed by said ways, that Landowner shall assume 2/4ths of the maintenance costs.

Commencement of a home or structure shall occur when a building permit is acquired and actual construction is commenced on the home or structure such as the digging of a foundation hole, installation of a subsurface waste water disposal system or well, commencement of actual construction of the structure or the like, whichever occurs first.

Said portion of the maintenance obligation shall be binding upon all of the Landowners' heirs, successors and assigns.

- B. For **Bailey Farm Road, back section**, each Landowner who currently occupies a home or commences the construction of a home or other structure on all or a portion of his or her land which is accessed by **Bailey Farm Road, back section** shall assume an equal maintenance obligation with all other Landowners who have built or commenced construction of homes or structures based on the total number of homes built on the land which is accessed by the aforesaid way. For example, if there are a total of 4 houses accessed by the aforesaid way and one Landowner has built two houses on all or a portion of his or her land accessed by the aforesaid way, that Landowner shall assume 2/4ths of the maintenance costs.

Commencement of a home or structure shall occur when a building permit is acquired and actual construction is commenced on the home or structure such as the digging of a foundation hole, installation of a subsurface waste water disposal system or well, commencement of actual construction of the structure or the like, whichever occurs first.

Said portion of the maintenance obligation shall be binding upon all of the Landowners' heirs, successors and assigns.

- C. For plowing and sanding, it is recognized that precise apportioning of the expenses is complicated by the fact that the contractor plows and sands driveways as well as the road. Therefore the exact contribution formula for this expenses shall be determined by the Landowners.
4. The term "maintenance" as herein used, shall be deemed to include:
- A. Maintaining the width and surface of the private way as constructed;
 - B. Grading and repairing the surface of the private way when necessary so as to maintain a reasonably smooth and level surface;
 - C. Sealing and effecting necessary repairs to pavement, if the private way shall be paved;
 - D. Resurfacing the pavement when necessary, if the private way shall be paved;

- E. Maintaining existing drainage systems, culverts, and mechanisms;
 - F. Maintaining grass, trees, and other growth in the shoulder areas;
 - G. Snowplowing the private way to remove snow accumulation when necessary;
 - H. Sanding and/or salting the private way when necessary; and
 - I. Any other tasks the Landowners may deem necessary.
5. The decisions relating to the usual and ordinary maintenance of the private way shall be determined by majority vote of the Landowners required to contribute to the maintenance costs of the private way.
6. The cost of widening and the cost of the initial paving (base coat and finish coat) or surfacing of the private way shall not be an obligation of the Landowners.
7. The Landowners required to contribute to the maintenance of the private way shall establish an operating account to deposit contributions from Landowners and to pay all expenses related to the maintenance of the private way. The Landowners shall meet at least annually in August of each year to transact such business and make such decisions as may be required under the terms of this Agreement including but not limited to:
- A. Establishing a budget for the next operational year which shall run October 1 through September 30.
 - B. Establishing the contribution amount for each Landowner's share of the annual maintenance budget and a procedure for assessing and billing each Landowner for their respective amounts. The projected plowing and sanding expenses to be incurred during the winter months shall be pre-paid no later than October 1. The projected maintenance, grading and repair expenses for the summer months shall be pre-paid no later than April 1. If the private way shall be paved, Landowners shall establish a sinking fund for resurfacing the pavement, and shall determine timing and amounts of contributions.
 - C. Electing a Landowner to act as the Manager and authorized agent of the Landowners who shall make decisions, execute contracts and other

agreements and carry out the duties and responsibilities necessary to fulfill the purposes of this Agreement.

8. All Landowners, whether or not they are required to contribute to the maintenance of the private way pursuant to Paragraph 4 above, shall be required to repair any damage caused to the private way by them individually, or caused by their agents, invitees, or guests.
9. The Landowners agree that all mortgagees of any property which abuts or is accessed by the private way and the successors, administrators and assigns of said mortgagees, including but not limited to all FHA, HUD, or VA insured mortgage interests on said properties shall be considered third party beneficiaries of the private way.
10. The Landowners who are a party hereto recognize that additional Landowners may be added in the future as new homes are constructed on properties accessed by the private way.
11. The Landowners who are a party hereto acknowledge and agree that landscaping and plantings (i.e. lawns, flowers, hedges, trees, etc.) by individual landowners within the bounds of the private way as shown on said plans or described in paragraph 1 above, but outside the traveled portion thereof, are permitted: provided however, that no rights of adverse possession or adverse obstruction are acquired thereby; and provided further that such landscaping and plantings are subject to a vote of a majority of the landowners to remove or relocate them outside the bounds of the private way.
12. This Road Maintenance Agreement may be amended by a vote or written approval of 67% of the benefited Landowners. Each lot or parcel of land which is benefited by this Agreement and is obligated to maintain the private way shall be entitled to one vote irrespective of how many owners own such lot.
13. The Landowners represent that they have carefully read the foregoing Road Maintenance Agreement and know and understand the contents herein, and specifically acknowledge that the terms herein are contractual and not a mere recital.

ROAD MAINTENANCE AGREEMENT
Bailey Farm Road, Freeport, Maine

WITNESS our hands and seals dated the 26 day of October, 2006:

Signed, Sealed and Delivered

in the presence of

[Signature]

[Signature]
Shay Sawicki

State of Maine, County of Cumberland ss.

October 26, 2006

Then personally appeared before me the above named Shay Sawicki acknowledged the foregoing instrument to be her free act and deed.

[Signature]

Attorney at Law/Notary Public

Printed Name: DANIELLE L. PERREAU

Notary Public of Maine

My Commission Expires April 19, 2007

ROAD MAINTENANCE AGREEMENT
Bailey Farm Road, Freeport, Maine

WITNESS our hands and seals dated the 26 day of October, 2006:

Signed, Sealed and Delivered
in the presence of

[Signature]
.....

[Signature]
.....

Thomas Sawicki

State of Maine, County of Cumberland ss.

October 26, 2006

Then personally appeared before me the above named Thomas Sawicki
acknowledged the foregoing instrument to be his free act and deed.

[Signature]

Attorney at Law/Notary Public


Printed Name: DANIELLE I. PERREAU

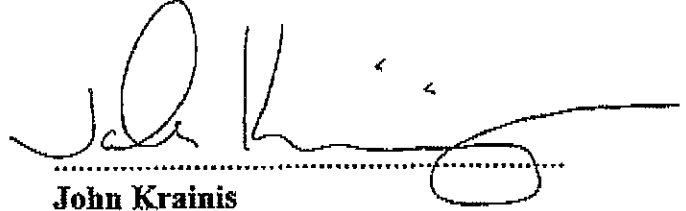
Notary Public of Maine

My Commission Expires April 19, 2007

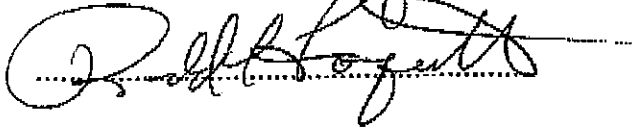
WITNESS our hands and seals dated the 30th day of December, ²⁰⁰⁶ 2005:

Signed, Sealed and Delivered
in the presence of





John Krainis



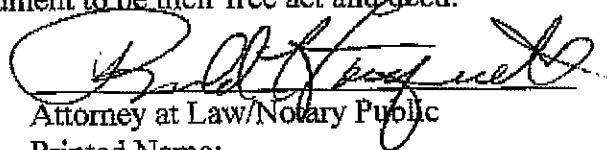


Nora Krainis

State of Maine, County of Cumberland ss.

December 30, ²⁰⁰⁶ 2005

Then personally appeared before me the above named John Krainis and Nora Krainis and acknowledged the foregoing instrument to be their free act and deed.



Attorney at Law/Notary Public

Printed Name: _____

Ronald T. Fouquette
Commission Expires
6/1/10

WITNESS our hands and seals dated the 30th day of September, ²⁰⁰⁶2005:

Signed, Sealed and Delivered
in the presence of

.....
.....

Charles Ramsay
Charles Ramsay
Christine B Ramsay
Christine Ramsay

State of Maine, County of Cumberland ss. September 30 ²⁰⁰⁶2005

Then personally appeared before me the above named Charles Ramsay and Christine Ramsay and acknowledged the foregoing instrument to be their free act and deed.

Whitney Smith
Attorney at Law/Notary Public
Printed Name: WHITNEY SMITH

WHITNEY H. SMITH
Notary Public, Maine
My Commission Expires April 26, 2013

ROAD MAINTENANCE AGREEMENT
Bailey Farm Road, Freeport, Maine

WITNESS our hands and seals dated the 21 day of September, 2006:

Signed, Sealed and Delivered
in the presence of

Christina A. Loughran

Christina A. Loughran

Randall T. Nichols
Randall Nichols

Mary A. Nichols
Mary Nichols

State of Maine, County of Cumberland ss.

September 21, 2006

Then personally appeared before me the above named Randall and Mary Nichols
acknowledged the foregoing instrument to be their free act and deed.

Cornelia Loughran
Attorney at Law/Notary Public
Printed Name: _____

CORNELIA LOUGHRAN
Notary Public, Maine
My Commission Expires September 1, 2009