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09/29/26 6:33 PM EDT dotloop verified

ROAD MAINTENANCE AGREEMENT

This Agreement is made this 18 day of October, 2017

AMONG — Wilfred J. Jr., and Teresa E. Deane, with an address at P.O. Box 100 - Buckfield, Maine 04220;

AND — James V. and Debra L Daigle, with an address at 65 Willey's Way – Buckfield, Maine 04220

RECITIALS

1. Wilfred J. Jr. and Teresa E. Deane are the owners of certain real property identified as Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 on a plan for Deane's Hill Estates dated April 10, 2017 prepared by Davis Land Surveying, Inc., which plan is recorded in the Oxford County Registry of Deeds as Plan File # 5270 (hereinafter the "Plan"), and which Lots are a part of that real property described in a deed recorded in the Oxford County Registry of Deeds in Book 3484, Page 269.

2. James V. and Debra L. Daigle is the owner of certain real property in Buckfield, Maine, identified as Lot 1 on the "Plan", and which Lot is described in a deed recorded in the Oxford County Registry in Book 4963, Page 208. Said Lot 1 along with Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6 referenced above, shall hereinafter be referred to collectively as the "Lots".

3. Each of said Lots uses, or may use, Willie's Way to the end of the current travelled way, as shown on said Plan, and also including the 60' Turnaround Easement as depicted on said Plan (hereinafter "Willey's Way") for ingress and egress from and to the Old Sumner Road, so called.

3. The parties hereto have reached an agreement with respect to the maintenance and repair of said Willey's Way.

4. The parties wish to subject their respective Lots to this Agreement in conjunction with the other current or future owners of any lots that are, or become part of, Deane's Hill Estates and which lots are accessed via Willey's Way, and to confirm the rights and obligations arising from and related to the maintenance and repair of said Willey's Way as set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which each of the parties does hereby acknowledge, the parties, intending to be legally bound, agree as follows:

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Section 1: Recitals. The recital clauses set forth above are true and correct and are incorporated herein by reference as though set forth verbatim herein.

Section 2: Easement. The parties to this Agreement, owners of the respective Lots, have and hold certain rights in and to Willey's Way and the use thereof in accordance with their respective deeds conveying ownership of said Lots.

Section 3: Maintenance. The parties to this Agreement, owners of the Lots, shall share equally in the cost of ordinary and necessary maintenance of Willey's Way, including removal of snow and ice, except that the cost of construction, maintenance, repair or replacement of a utility service that serves only one of said Lots, shall be assumed by the owner(s) of said Lot. The owner(s) of any Lot shall be entitled to contribution from the owner(s) of the other Lots for the reasonable cost of such ordinary and necessary maintenance expended by said owner(s), including reasonable attorneys' fees and costs incurred in enforcing this provision. The forgoing notwithstanding, The Deanes shall not be obligated to contribute to the cost of said construction, maintenance, repair, or replacement unless and until they utilize the respective Lot as a residence. Any successor in interest of the Deanes, shall be obligated to contribute to the cost of said construction, maintenance, repair, or replacement from the date of their acquisition.

Section 4: Improvements. The owner(s) of any of the Lots may, in their respective discretion, complete construction, maintenance, or repair that is not considered ordinary and necessary, which shall include, without limitation, construction, maintenance, or repair related to or arising from utility services to and for the respective owner's Lot, at their own expense, following thirty (30) days' written notice to the owner(s) of the other Lots of the intent to complete said construction, maintenance, or repair, without the aforementioned right of contribution. Any said construction, maintenance, or repair shall be performed in a good, workmanlike manner and will be of good quality, using materials suitable for the intended purpose. The foregoing notwithstanding, except as may be reasonably necessary in the proper exercise of the rights granted herein relative to Willey's Way, Willey's Way shall remain free of obstruction that may impede the free access of the owners of the Lots or their licensees or invitees.

The owners of the various Lots shall indemnify the other(s) and hold them harmless from all claims, demands, or suits arising from any work performed by or on behalf of said owner(s). In addition, said owner(s) shall promptly cause to be discharged any so-called mechanics' liens and the like placed on the other owners' Lots as a result of said work.

Section 5: Successors and Assigns. This Agreement and the rights and obligations set forth herein, shall be binding upon the respective parties' representatives, heirs, devisees, successors, and assigns, and shall be appurtenant to and run with the respective Lots.

Section 6: Headings. Section headings are for convenience only. They are not intended to expand or restrict the scope or the substance of the provisions of this Declaration.

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Section 7: Gender, Etc. Wherever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

Section 8: Governing Law. This Agreement and the matters set forth herein shall be governed by the laws of the State of Maine.

Section 9: Amendment. This Agreement may not be amended, modified, or revoked, except by a writing signed by the party against whom enforcement of the amendment, modification, or revocation is sought.

Section 10: Entire Agreement. This is the entire agreement among the parties. There is no other agreement, oral or written, relating to this Agreement.

Section 11: Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable in any respect or in any jurisdiction, the remaining provisions of this Declaration shall remain in full force and effect and shall be enforceable to the maximum extent permitted by applicable law.

Section 12: Counterparts. This Agreement may be signed on any number of counterparts with the same effect as if the signatures were on the same instrument.

OWNERS: Lot 2, Lot 3, Lot 4, Lot 5 and Lot 6

Witness

Witness

Wilfred J. Jr., Deane

Teresa E. Deane

OWNER: Lot 1

Witness

Witness

James V. Daigle

Debra L. Daigle

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STATE OF MAINE
OXFORD, SS.

Oct 18, 2017

Then personally appeared Wilfred J. Jr. Deane and Teresa E. Deane and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Candice J. Brooks
Notary Public/Attorney at Law
Printed Name: Candice J. Brooks
My Commission Expires: 05/22/2022

SEAL

Candice J. Brooks
Notary Public
My Commission Expires
May 22, 2022

STATE OF MAINE
OXFORD, SS.

October 23, 2017

Then personally appeared James V. and Debra L. Daigle and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Muriel Michaud
~~Notary Public/~~Attorney at Law
Printed Name: Muriel Michaud
My Commission Expires: 8/1/2020

SEAL

Recorded: Oxford East County 11/3/2017 02:33:47 PM
Patricia A Shearman Register of Deeds