MAINTENANCE & REPAIR EASEMENT DEED

THIS MAINTENANCE & REPAIR EASEMENT DEED is made this 27 day of February, 2020, by **FALMOUTH JUICE BOX LLC**, a Maine limited liability company with a place of business in Falmouth, County of Cumberland, State of Maine (the "Grantor"), for consideration paid, in favor of **WILLIAM E. MCKENNEY**, an individual residing in Falmouth, County of Cumberland, State of Maine, his successors and assigns (the "Holder").

WITNESSETH:

WHEREAS, Grantor holds title to certain real property situated in Falmouth, Maine consisting of a parcel described in a deed from K&N LLC to Grantor, dated October 3, 2018, and recorded in the Cumberland County Registry of Deeds in Book 35193, Page 81, and known as 125 Bucknam Road (hereafter the "Property");

WHEREAS, Holder holds title to certain real property situated in Falmouth, Maine consisting of a parcel described in a deed dated June 12, 2019, from Lois E. Skillings to Holder, and recorded in the Cumberland County Registry of Deeds in Book 35713, Page 137, and known as 121 Bucknam Road (hereafter "Holder's Property"), which is benefited by the easement and covenant contained herein; and

WHEREAS, Grantor and Holder have executed reciprocal deeds to establish a new common boundary line between the Property and the Holder's Property as shown on "Boundary Survey 125 Bucknam Road, Falmouth, Maine made for record owner Falmouth Juice Box LLC Feb. 25, 2020 Owen Haskell, Inc. Job No. 2019-355FA" recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 48; and

WHEREAS, Grantor has proposed to convey to Holder an easement to facilitate repair and maintenance of the Holder's stockade fence which runs along a portion of the boundary between the Property and Holder's Property, the location of which is indicated as the cross-hatched area on the sketch plan attached to and made a part hereof as Exhibit A (such cross-hatched area hereafter the "Easement Area"); and

WHEREAS, Grantor has proposed to covenant to Holder that Grantor shall not place a dumpster or otherwise store refuse, trash or other waste within fifty (50) feet of the common boundary line.

NOW, THEREFORE, in consideration of the foregoing and the covenants, terms, conditions, and restrictions herein contained, the Grantor hereby GRANTS to the Holder, its successors and assigns, forever and in perpetuity, an easement over the Easement Area as set forth herein (hereafter the "Easement"):

1. PURPOSE: It is the purpose of this Easement to allow Holder and any contractors or subcontractors of Holder access to the Easement Area from time to time with persons, machinery and equipment necessary or convenient to the Holder in order to inspect, maintain and repair the stockade fence on the Holder's Property. Holder's use of this Easement shall be confined to such activities as are consistent with the purpose of this Easement.

2. LOCATION: This Easement Area shall be located precisely as is shown on Exhibit A.

3. NOTICE: For non-emergency maintenance and repairs to the stockade fence, Holder shall provide Grantor with notice no less than three (3) business days prior to undertaking any repair. In emergency situations Holder shall provide Grantor notice as soon as practicable, but may enter the Property to conduct emergency repairs as may be necessary to prevent ongoing damage or danger. No notice is required prior to routine inspection of the stockade fence by Holder.

4. OBLIGATIONS OF HOLDER: Holder shall at all times exercise caution to prevent damage and disruption to Grantor's land and to Grantor's business or the business of Grantor's tenants. Holder shall coordinate all maintenance and repair activities with Grantor to minimize any possible disruption to Grantor's operations and parking lot during business hours. Upon the conclusion of any construction, maintenance or repair work, Holder shall remove or cause to be removed all debris, scaffolding and equipment and shall return Grantor's land to its original condition prior to such work. Holder shall not allow any mechanics' liens to be filed against Grantor's property, and if any such lien is filed, Holder shall immediately cause the same to be bonded off and discharged at Holder's sole cost and expense.

5. USE OF THIS EASEMENT: Holder shall exercise its rights and obligations hereunder at its sole risk and expense, and waive and release all rights or claims they may have against Grantor. Holder releases Grantor, its successors and assigns from, and agrees to indemnify, defend (with counsel acceptable to Grantor) and hold Grantor, its successors and assigns harmless against any and all losses, costs, claims, expenses and liabilities suffered by Grantor, its successors and assigns, on account of any injury to persons or damage to property arising out of Holder or its contractors or subcontractor's exercise of its rights and discharge of its obligations hereunder, or caused by Holder, its contractor, subcontractor or their agents, employees, or invitees.

6. INSURANCE AND INDEMNITY: Holder shall maintain liability insurance and all other appropriate forms of insurance in connection with any work in the Easement Area. All such insurance shall without limitation insure against acts or omissions by the party purchasing such insurance, its invitees, agents or subcontractors,

and shall name Grantor as additional insured. Holder agrees to provide Grantor, upon request, a certificate of insurance evidencing such coverage

7. RESERVED RIGHTS: Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, and permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

8. REFUSE COVENANT: Grantor further covenants to Holder that it shall not place a dumpster, nor store trash, refuse, waste or other materials within fifty feet of the stockade fence that marks the common boundary line between the Holder's Property and the Property, except on a temporary basis with Holder's prior written approval, not to be unreasonably withheld.

9. INTERPRETATION: If uncertainty should arise in the interpretation of this Easement, it shall be construed in favor of promoting the intended purposes of this Easement. This Agreement shall be governed by the laws of the State of Maine.

10. SUCCESSORS: The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

11. AMENDMENT: This Agreement may not be amended or modified except by a writing signed by Grantor and Holder.

TO HAVE AND TO HOLD this said Easement and covenant unto the said Holder and its successors and assigns forever.

{*signature follows*}

IN WITNESS WHEREOF, the said Falmouth Juice Box LLC has caused this instrument to be signed and sealed this 27 day of February, 2020.

WITNESS:

FALMOUTH JUICE BOX LLC

By _____
Nicholas Sotiropoulos
Manager

STATE OF MAINE
COUNTY OF CUMBERLAND

February 27, 2020

Then personally appeared the above named Nicholas Sotiropoulos, in his said capacity, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said limited liability company, before me.

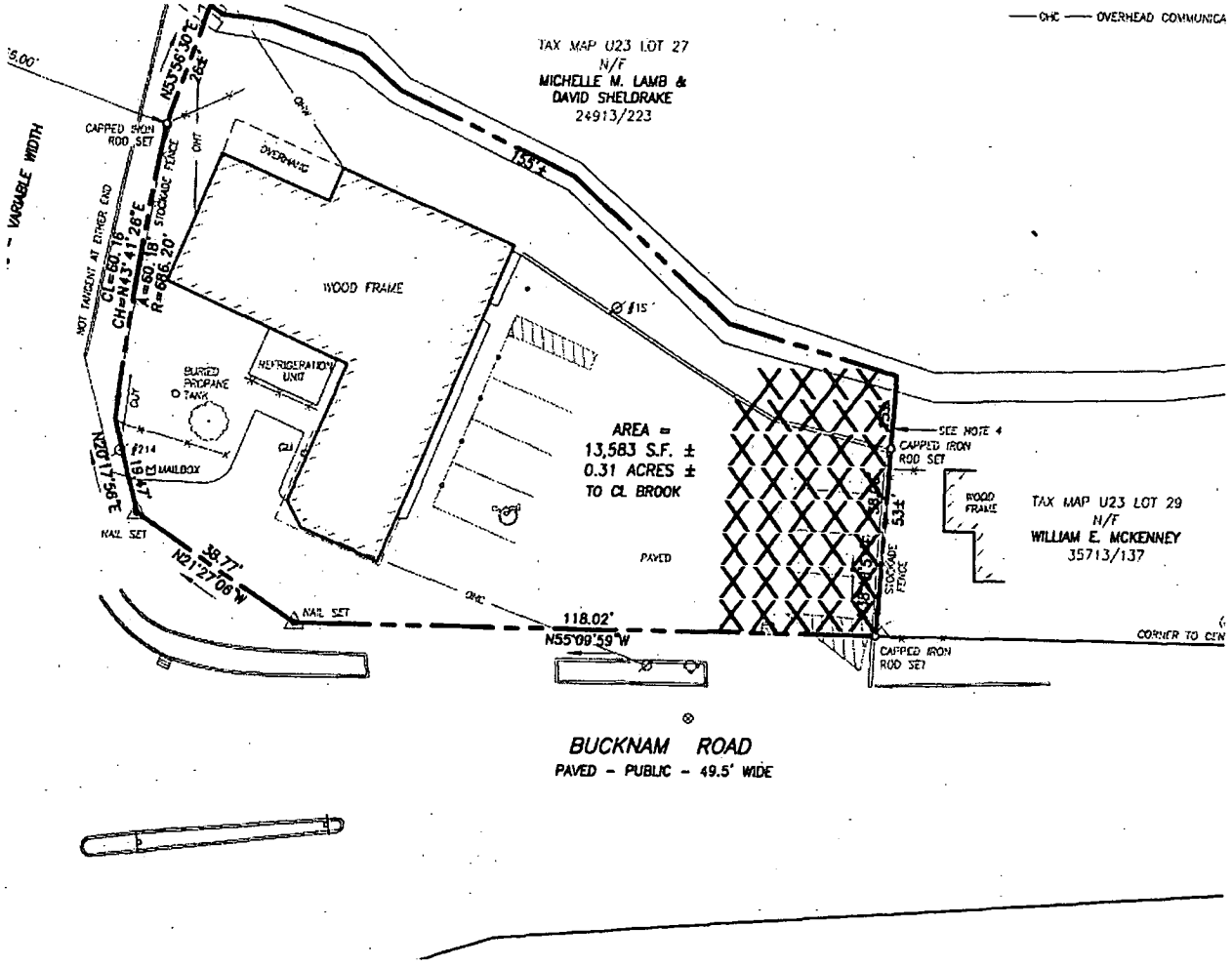
_____
Attorney at Law/Notary Public

_____
Printed Name

SEAL

BRITNEY DOIRON
NOTARY PUBLIC
State of Maine
My Commission Expires
November 20, 2024

EXHIBIT A
Easement Area (Marked with Cross-Hatching)
125 Bucknam Road, Falmouth, Maine



Received
Recorded Register of Deeds
Feb 27,2020 03:48:47P
Cumberland County
Nancy A. Lane