ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT is made by Mezoian Development, LLC, a Maine Limited Liability Company, with a place of business in Old Orchard Beach, York County, Maine, (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of a residential subdivision located in the Town of Scarborough, County of Cumberland and State of Maine, consisting of Lots 1 through 10 and the interior roadways in the subdivision known as Marsh Bend Drive and Jean's Way (collectively called "Property"); and

WHEREAS, the Property is accessed by two interior roadways known as Marsh Bend Drive and Jean's Way , respectively, as depicted upon Subdivision Plan dated December 18, 2023, as revised through May 29, 2024, and approved by the Town of Scarborough on June 17, 2024, and recorded in said Registry of Deeds in Plan Book 224, Page 223 (hereinafter called the "Plan"), which roadways are currently private roads; and

WHEREAS, the roadways will require plowing and sanding in the winter and other repair, maintenance and replacement from time to time. Said maintenance shall also include any and all work necessary to maintain the drainage and erosion control systems as originally approved by the Town of Scarborough; and

WHEREAS, the Developer, its successors and assigns, wishes to provide for the future maintenance, repair and upkeep of said roadway by providing methods and procedures for decision making, enforcement and collection with respect thereto.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the sufficiency of which is acknowledged by all, the parties, their successors in interest, heirs and assigns, hereby agree as follows:

1. The ownership of the fee interest in the roadways shall remain in the Developer's name, its successors or assigns, until such time as the Developer deeds the roadways to the Town of Scarborough or the Marsh Bend Homeowners' Association (hereinafter referred to as Homeowners' Association). No later than the sale of the tenth (10^{th}) lot, if not previously conveyed to the Town of Scarborough, the Developer shall convey, by quit-claim deed with covenant, all its right, title and interest in and to said roadways to the Homeowners' Association, subject to all easements, rights-of-way, privileges and subject to all provisions of this Agreement, with said Association to be established prior to said conveyance.

2. During the period of ownership of said roadways by the Developer, and the period of ownership of its successors in interest and assigns, Developer shall have the right to grant

appropriate easements and rights of way for the installation of utilities and for ingress and egress to all lots and land served by said roadways.

3. The owners of the lots which are accessed by said roads shall, jointly and severally, be obligated to maintain, repair, plow, sand and replace the aforementioned roads. Said maintenance shall include any and all work to maintain the drainage and erosion control systems as originally approved by Town of Scarborough.

4. After the conveyance of the roadways to the Homeowners' Association, any and all decisions with respect to the nature and extent of the work to be done, the individual or entity to be employed, the total amount of money to be expended, or any and all other matters or questions, shall be made and decided by the Homeowners' Association. Each of the aforesaid lot owners shall be entitled to one vote. The owners of each lot shall, for the purposes of this Agreement, be considered as one person and shall be entitled to a single vote regardless of the number of owners or the form of ownership of said lot.

5. Each lot owner shall contribute a fractional share of the total cost of the maintenance of the private roads, which fraction shall be a numerator of one over a denominator equal to the total number of lots served by said roads. All payment shall be made within fourteen (14) days after receipt of a bill for work done.

6. Each lot owner's proportionate share of the reasonable charges for the work undertaken pursuant to this Agreement shall constitute a debt owed to the Developer, initially, and later the Homeowners' Association, which debt may be collected in any court of competent jurisdiction of this State, and which debt shall constitute a lien upon the lot or lots owned by the party failing to contribute his, her or its proportionate share of the cost. The lien established hereby may be enforced by any party to this Agreement, his or its heirs, successors or assigns, by a lien action following the procedure as set forth at Title 10 of the Maine Revised Statutes Annotated, §3251 et seq., which establishes the procedure for enforcing a mechanic's lien.

7. After the conveyance of the roadway to the Homeowners' Association, the Homeowners' Association shall act on behalf of lot owners in contracting to have work done and collecting the contribution of each lot owner.

8. Under no circumstances may the Homeowners' Association close the private road(s) to travel or discontinue maintenance without unanimous approval of all lot owners.

9. Developer, or an entity under common control with it, may acquire land adjacent to the Marsh Bend Subdivision that may be joined in this Agreement by Developer. The addition of more lots to be served by said roadways may result in an adjustment to Lot owners' fractional contributions to maintenance.

10. This Agreement and the covenants and conditions herein contained shall be deemed to be real covenants running with the land and benefitting and burdening the land described in deeds to all lots on aforesaid plan.

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Register of Deeds Jessica M. Spaulding E-RECORDED

11. Whenever used, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.

12. This Agreement and the covenants and conditions herein contained shall be binding upon the lot owners thereto, their successors, heirs and assigns, and shall be recorded in the Cumberland County Registry of Deeds.

IN WITNESS WHEREOF, the said Mezoian Development, LLC, has caused this instrument to be executed in its name and behalf by Michael H. Mezoian, its Manager, thereunto duly authorized, this 22nd day of January 2025.

WITNESS:

Mezoian Development, LLC

By: _____
Michael H. Mezoian
Its Manager

STATE OF MAINE
YORK COUNTY, ss.

January 22, 2025

Personally appeared the above-named Michael H. Mezoian, in his capacity as Manager of Mezoian Development, LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of said Mezoian Development, LLC.

Before me, _____
Attorney at Law ~~Notary Public~~ Bar #5255
Paul D. Weinstein