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DEED
Instr # 4829
Cherri L Crockett Register of Deeds OXFORD COUNTY

EASEMENT DEED AND ROAD MAINTENANCE AGREEMENT WELCHVILLE COMMONS DRIVE, OXFORD, MAINE

DEED AND AGREEMENT made this 4 day of APRIL 2022 ~~December~~, ~~2021~~ by **4 of US, LLC** whose mailing address is 28 Tower Road, Oxford, Maine (hereinafter the "Declarant") and Richard Dowler and Brandon Dowler whose mailing address is 10 Welchville Commons Drive, Oxford, Maine:

WITNESSETH

WHEREAS, Declarant is the owner of a certain lots or parcels of land on the Welchville Commons Drive in Oxford, Maine being Lots numbered 2-13 as shown on a plan entitled "Preliminary Subdivision Plan of Land 4 of US, LLC of Property Located Along Main Street, Oxford, Maine" made for 4 of US, LLC and prepared by Western Maine Surveying, Inc. dated January 15, 2021 and recorded in the Oxford County Registry of Deeds in Plan Book 5550 (hereinafter the "Plan"); and

WHEREAS, 4 of US, LLC is hereinafter referred to as "Landowner"; and

WHEREAS, Richard Dowler and Brandon Dowler is the Owner of Lot 1 as shown on the Plan;

WHEREAS, the lots shall be conveyed together subject to a Sixty (60) foot Private Way called "Welchville Commons Drive" along lots 1-13 as shown on said plan; and

WHEREAS, the Declarant desires to establish and confirm a private way for the benefit of said thirteen lots in compliance with the Oxford Zoning Ordinance for private ways. Said private way being shown on a plan entitled "Preliminary Subdivision Plan of Land 4 of US, LLC of Property Located Along Main Street, Oxford, Maine" made for 4 of US, LLC and prepared by Western Maine Surveying, Inc. hereinafter referred to as Welchville Commons Drive; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the party hereto agree as follows:

1. All thirteen lots shall share an easement in common over Welchville Commons Drive for the purpose of ingress, egress by pedestrians or vehicles, and for the installation, repair, maintenance, and replacement of all utility lines, pipes, conduits, and their appurtenant facilities, and said area may be improved for any such purposes. All lots shall be conveyed subject to and with the benefit of said easement which shall run with the land. Any lot owner, in the exercise of said rights granted hereunder shall restore the easement to its condition immediately prior to such use.

2. Pursuant to the terms of this Agreement, the Landowners agree to maintain the private way and the pump station located on Lot #13 known as Welchville Commons Drive, Oxford, Maine which provides vehicular and pedestrian access to each of their properties including utilities and further agree to not obstruct or otherwise interfere with the use of said right of way by the other successive Landowners, their heirs, successors, or assigns.

3. The Landowners herein acknowledge that the total length of said private way shown as Welchville Commons Drive on said Plan constitutes an easement and/or right of way appurtenant to all of the lots which abut said private way or which are accessed by said private way. The right of way rights identified herein run with the land of the Landowners, and to their successors and assigns.

4. The private way shall be maintained by all lot owners of record and said lot owners shall assume the maintenance costs with the following formula: the numerator is one and the denominator is the number of lots of record provided access by Welchville Commons Drive.

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

5. The term "maintenance" as used herein shall be deemed to include:

(a) Maintaining the existing width and surface of the private way;

(b) Any existing drainage mechanisms shall be maintained;

(c) Suitable snowplowing and sanding equipment shall be employed as required for safe passage of vehicles;

(d) Grading the surface of said right of way shall be periodically completed so as to maintain a reasonably smooth level surface; and

(e) Maintaining the Dump Station.

6. The decisions relating to the usual and ordinary maintenance of the said right of way shall be determined by majority vote of the Landowners required to contribute to the maintenance costs of the right of way, each lot of record having one vote. A meeting to establish maintenance plans shall be conducted at least once per year, or as otherwise called by a simple majority of lot owners. Notice and purpose of such meeting shall be given not less than 10 days nor more than 45 days prior to the meeting.

7. The decisions relating to improvements to the right of way such as paving, or changing the access way from its present condition or location, or any maintenance not described in Paragraph 5 above shall only be determined by the unanimous consent of all Landowners subject to this Agreement; each lot of record having one vote.

8. The Landowners shall be required to repair any damage caused to the right of way by them, individually, or caused by their agents, invitees, or guests. If any dispute results in the necessity of the initiation of legal proceedings to enforce this provision, the prevailing party will be entitled to recover his or her costs together with reasonable attorney fees.

9. The Landowners agree that all mortgagees of any property which abuts or is accessed by said private way and the successors, 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 this Easement Deed/Road Agreement.

10. The Landowners agree that if there is deadlock in a decision, or if any party hereto or their heirs, successors, or assigns fails to pay his or her portion of any maintenance costs, or cost of damage under Paragraph 8, or otherwise fails to comply with this Agreement, the Landowners shall first engage the services of a professional mediator, costs split equally, and if unsuccessful, the Landowners agree to arbitrate the dispute before a single arbitrator agreed to by the parties, (or in the absence of agreement, before an arbitrator appointed by the Superior Court under the Uniform Arbitration Act) with costs and fees to be awarded by the arbitrator of the prevailing party.

11. The road shall be constructed in compliance with the Town of Oxford Zoning Ordinance.

12. The parties to this Agreement, for themselves, their heirs, successors, and assigns acknowledge, understand and agree that the Town of Oxford is not responsible for the maintenance, repair, plowing, or similar services for the approved private way as shown on said plan.

13. In the event that any or all of the private way is approved and accepted as a public road or way, then upon acceptance of said private way as a public way, this Agreement and the rights and obligations herein shall terminate as to any portion of the private way so accepted.

14. The provisions described herein shall be deemed covenants running with the land, burdening and benefitting the respective premises, and this easement with the covenants herein shall be binding on the respective heirs, successors, and assigns of the parties hereto.

15. The Landowners represent that they have carefully read the foregoing Easement Deed and Road Maintenance Agreement and know and understand the contents hereof and specifically acknowledge that the terms hereof are contractual and not a mere recital.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the dates set for the as of the date first written:

WELCHVILLE COMMONS ROAD ASSOCIATION

Richard Dowler Member, Lot #1A

Brendon Dowler, Member, Lot #1B

Stephen Roderick, Authorized Member
4 of Us, LLC

STATE OF MAINE
OXFORD, ss.

4-4-2022, ~~2021~~

Personally appeared the above named Richard Dowler, Brendon Dowler, and Stephen Roderick, Authorized Member of 4 of Us, LLC, as members of Welchville Commons Road Association and acknowledged the foregoing to be their free act and deed and the free act and deed in their said capacity.

Before me,

~~Samantha J. Adams, Esq.~~
~~Attorney-at-Law~~

Thomas A. Kennison
Notary Public
My Commission Expires
Oct. 18, 2026