Confirmatory Easement
And
Road Maintenance Agreement

This Confirmatory Easement and Road Maintenance Agreement is effective the 27th day of January, 2017, by and between **Austin Walter Clark and Jamie Wallace Clark ("Clark"), Vaughn E. Dibiase and Shelley A. Dibiase ("Dibiase") and Nichole B. Edwards and Ryan T. Edwards ("Edwards").**

WHEREAS, Clark is the owner of certain real estate located Windham, Maine, and more particularly described in the deed dated December 18, 2015, and recorded in Book 32807, Page 85 of the Cumberland County Registry of Deeds ("Clark Property"); and

WHEREAS, Dibiase is the owner of certain real estate located Windham, Maine, and more particularly described in the deed dated January 27, 2017, and recorded contemporaneously with this Agreement in the Cumberland County Registry of Deeds ("Dibiase Property"); and

WHEREAS, Edwards is the owner of certain real estate located Windham, Maine, and more particularly described in the deed dated March 15, 2007, and recorded in Book 24927, Page 104 of the Cumberland County Registry of Deeds ("Edwards Property"); and

WHEREAS, the Clark Property, Dibiase Property and Edwards Property utilize a 50' wide private right of way or easement described as "Existing Access Easement" as shown on the plan entitled "Division of Land on Nash Road", dated April, 2013, prepared by Wayne T. Wood & Co., and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 187, which easement runs Southeasterly from Nash Road ("Easement"); and

WHEREAS, Clark, Dibiase and Edwards wish to clarify their relative rights and responsibilities relating to the Easement and provide for the maintenance of the Easement;

NOW THEREFORE, the Clark, Dibiase and Edwards agree as follows:

1. Clark grants a non-exclusive easement and right of way in common with others to Dibiase and Edwards, their successors and assigns, benefitting the DiBiase Property and Edwards Property, for any and all purposes for which a town road would be used, including utilities, over the portion of the Easement located on the Clark Property.

2. Edwards grants a non-exclusive easement and right of way in common with others to Dibiase and Clark, their successors and assigns, benefitting the DiBiase Property and Clark Property, for any and all purposes for which a town road would be used, including utilities, over the portion of the Easement located on the Edwards Property.

3. In light of the fact that the Edwards Property only utilizes a small portion of the Easement, the parties hereby agree that the Dibiase Property and Clark Property shall be responsible for the physical maintenance of said Easement, which shall include surfacing, whether it be gravel or any other road substance at various times of the year upon agreement of the owners of the Clark Property and Dibiase Property, each party bearing half of the expense.

4. Winter care such as snow plowing and/or sanding of ice shall be the responsibility of the owners of the Clark Property and Dibiase Property, each party bearing half of the expense. It will be the discretion of these two parties to select and contract a provider for these services.

5. Clark, their heirs and assigns, and Dibiase, their heirs and assigns, further covenant and agree, as part of the consideration for this conveyance, that they, their heirs, successors and assigns, shall indemnify and hold Edwards, their successors and assigns, harmless from any mechanics liens or claims or damages related to personal injury that may arise from any work associated with the physical maintenance or use of said Easement.

6. Any physical maintenance performed on said Easement shall be completed in a timely manner, and any project initiated shall be completed within six (6) months of initiation thereof. At the completion of any physical maintenance, the Easement shall be kept in good repair, neat appearance, properly drained and safe for vehicular passage.

7. The parties hereto agree that the right-of-way shall be used for residential purposes only. No owner shall unreasonably interfere with the use and enjoyment of the Easement by any other party who has rights to use the Easement area.

Witness

Vaughn E. Dibiase

Shelley A. Dibiase

STATE OF MAINE
COUNTY OF Cumberland, ss

January 27, 2017

Personally appeared the above named **Vaughn E. Dibiase and Shelley A. Dibiase,** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney at Law

Carly S. Joyce
State of Maine
Attorney At Law
Bar #9659

Witness

_____

Austin Walter Clark

_____

Jamie Wallace Clark

STATE OF MAINE
COUNTY OF Cumberland, ss

January 25, 2017

Personally appeared the above named **Austin Walter Clark and Jamie Wallace Clark,** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/~~Attorney at Law~~

ROBERT F. FARRINGTON
Notary Public, Maine
My Commission Expires November 27, 2018

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DOC :4691 BK:33792 PG:274
RECEIVED - RECORDED, CUMBERLAND COUNTY REGISTER OF DEEDS
01/30/2017, 12:02:43P
Register of Deeds Nancy A. Lane E-RECORDED

Witness

Nichole B. Edwards

Ryan T. Edwards

STATE OF MAINE
COUNTY OF Cumberland, ss

January 27, 2017

Personally appeared the above named **Nichole B. Edwards and Ryan T. Edwards,** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Notary Public/Attorney at Law

(End of Document)

Carly S. Joyce
State of Maine
Attorney At Law
Bar #9659