
Repair and Maintenance Agreement

Whereas the Grantor, **Colleen C. Bedard**, of the City of Portland, County of Cumberland and State of Maine, with a mailing address of P. O. Box 4566, Portland ME 04112 is the owner of real estate locate at 20 Morning Street, in the City of **Portland**, County of Cumberland and State of Maine, described in a deed recorded in Cumberland County Registry of Deeds in Book 20327, Page 88; and

Whereas the Grantees, **Michael A. Nappi** and **Pamela J. Reny**, of the City of Portland, County of Cumberland and State of Maine, with a mailing address of 176 Pheasant Hill Drive, Portland ME 04103, are the owners of real estate located at 16 Morning Street, in the City of **Portland**, County of Cumberland and State of Maine, described in a deed recorded in Cumberland County Registry of Deeds in Book 19297, Page 311; and

Whereas the Grantor and Grantees wish to enter into an Agreement as to the Grantees' use of a strip of land of Grantor's real property;

Now, therefore, Grantor grants to Grantees an easement pursuant to the following rights, terms, and conditions:

1. Grantor grants an easement to Grantees to enter upon Grantor's land (as cited above - 20 Morning Street) from time to time for the purpose of performing repair and/or maintenance on Grantees' building (as cited above - 16 Morning Street), with Grantees entry limited to the "Easement Area", viz: Beginning on the southwesterly side of Morning Street at the boundary line of land of the Grantor and Grantees; thence in a westerly direction along said Morning Street and land of the Grantor, a distance of five (5) feet to a point; thence southwesterly across land of the Grantor and maintaining a distance of five (5) feet from the line of land of said Grantees, a distance of seventy (70) feet, more or less, to a point, said point being ten (10) feet from the rear boundary line of said Grantor and Grantees' land; thence southeasterly a distance of five (5) feet to the line of land of said Grantee; thence northeasterly along the boundary line of said land of the Grantor and Grantee, a distance of seventy (70) feet, more or less, to the point of beginning. Reference is made to Exhibit A attached and incorporated herein;

2. Grantor agrees not to build any structure, except fencing, within the Easement Area, nor to construct or place anything that would impede the Grantees' access to the Easement Area;

3. Grantees agree to complete such maintenance in the shortest time period reasonably necessary to perform said maintenance, and shall strive to minimize any disruption to the traffic, parking and/or business activity of the Grantor's premises;

4. Grantees agree to give Grantor forty-eight (48) hours' advance notice of Grantees' intended use of the Easement Area; provided that in the event of the need for emergency repair Grantees shall have the right to immediately enter upon the Easement Area to make such emergency repairs as are necessary;

5. Grantees agree that upon completion of periodic maintenance, the Grantees shall return all landscaping and/or other improvements on the Grantor's premises and Easement Area to its original condition to the extent possible, and shall repair any damage caused by Grantees' use of the Easement Area;

6. Grantees hereby agree to indemnify, defend, and hold the Grantor harmless from and against any and all claims, suits, demands, damages, losses, costs, or expenses of any nature, including without limitation, reasonable attorneys' fees, resulting in personal injury or death, or property damage, arising from Grantees' use or enjoyment of the easement granted under this instrument, or the Grantees' agents, employees, contractors, or other designees;

7. The easements, rights, and privileges herein granted are exclusive, and the Grantor covenants that the Grantor shall not convey any other conflicting easement or rights within the Easement Area covered by this grant;

8. The easements, rights, privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, assigns, and/or transferees;

9. This Agreement is intended to be governed by and construed under the laws of the State of Maine;

10. The Grantor and Grantees covenant and agree that should a dispute, disagreement, or deadlock occur as a result of any term or provision of this Agreement, it shall be submitted to mediation in accordance with generally accepted mediation practices. Grantor and Grantees are bound to mediate in good faith and to each pay half of the mediation fees. If a party fails to submit a dispute or claim to mediation prior to initiating litigation (other than requests for injunctive relief), then that party will be liable for the other party's legal fees in any subsequent litigation regarding the same matter in which the party who failed to first submit the dispute or claim to mediation loses in that subsequent litigation; and

11. Grantor and Grantees acknowledge that this Agreement constitutes the entire agreement between them and that it may not be further modified or amended unless in writing and signed by both parties.

Witness our hands and seals this date: June ²⁹, 2017.

Colleen Bedard

Colleen C. Bedard
Colleen C. Bedard

Michael Nappi

Michael A. Nappi June 30, 2017
Michael A. Nappi

Pamela Reny

Pamela J. Reny June 30, 2017
Pamela J. Reny

State of Maine
Cumberland, ss.

June 29 2017

Personally appeared the above-named COLLEEN C. BEDARD and acknowledged the foregoing instrument to be her free act and deed. Before me,

Richard Chadbourne

RICHARD CHADBOURNE
NOTARY PUBLIC, STATE OF MAINE
MY COMMISSION EXPIRES NOV. 17, 2021

State of Maine
Cumberland, ss.

June 30, 2017

Personally appeared the above-named MICHAEL A. NAPPI and acknowledged the foregoing instrument to be his free act and deed. Before me,

Michael A. Nappi
K. Renaud

KELLY RENAUD
Notary Public - Maine
My Commission Expires Jun 8, 2023

SEAL

State of Maine
Cumberland, ss.

June 30, 2017

Personally appeared the above-named PAMELA J. RENY and acknowledged the foregoing instrument to be her free act and deed. Before me,

K. Renaud

KELLY RENAUD
Notary Public - Maine
My Commission Expires Jun 8, 2023

SEAL

Received
Recorded Register of Deeds
Jul 11, 2017 03:26:46P
Cumberland County
Nancy A. Lane