

## AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between AVESTA BUTLER PAYSON LP, a Maine limited partnership with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (“BP”) and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (“Avesta”)

### W I T N E S S E T H:

WHEREAS, BP owns a certain lot or parcel of land at 77 Pine Street in Portland, Cumberland County, Maine, more particularly described in a deed to BP (the “BP Deed”) recorded in the Cumberland County Registry of Deeds in Book 32169, Page 143 (the “BP Land”); and

WHEREAS, Avesta holds title to adjoining land located on Carleton Street in said Portland, described as Parcel 2 in a deed recorded in the Cumberland County Registry of Deeds in Book 29079, Page 279 (the “Avesta Land”); and

WHEREAS, the BP Land is benefited by appurtenant easements for vehicular and pedestrian access over certain “common passageways” as described in the BP Deed (the “Common Passageways”); and

WHEREAS, Avesta plans to develop the Avesta Land as affordable rental housing and has requested that BP enter into this Agreement to provide assurances that the Common Passageways will not be obstructed;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Non-Obstruction of Common Passageways. BP shall take reasonable commercial measures to keep the Common Passageways free of obstruction at all times, and to that end, in the event there occurs any such obstruction, BP shall take reasonable commercial enforcement measures to enforce its rights as an easement holder with respect to the Common Passageways and to cause any such obstruction to be removed.

2. No Objection to Use. BP agrees it shall not object to the use of, or attempt to prevent the use of, the Common Passageways by City of Portland Public safety vehicles accessing the Avesta Land for any legitimate public purpose.

3. General. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may not be modified except in a written instrument executed by both parties and recorded in the Cumberland County Registry of Deeds. If any provision of this Cross Agreement is determined to be invalid or

unenforceable under any law or regulation, the validity or enforceability of any other provision of this Cross Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Cross Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed as of the day and year first written above.

WITNESS:

AVESTA HOUSING DEVELOPMENT CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

Dana Totman, President

AVESTA BUTLER PAYSON LP

BY: Pinecone Housing Corporation, its General Partner

\_\_\_\_\_

By: \_\_\_\_\_

Dana Totman, President

STATE OF MAINE

County of Cumberland, ss.

\_\_\_\_\_, 2015

Then personally appeared the above-named Dana Totman, President of Avesta Housing Development Corporation, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF MAINE

County of Cumberland, ss.

\_\_\_\_\_, 2015

Then personally appeared the above-named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta Butler Payson LP, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said limited partnership and corporation.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

O:\MAS\99475 Avesta\Carleton Street\Title\Agreement re passageways.docx