

Road Maintenance Agreement

Private Road East of Presumpscot Street, Portland, Maine

This document is a road maintenance agreement ("Agreement") made by and between **BAS Eldredge LLC**, a Maine limited liability company of York, Maine, and **Maine Yacht Center, LLC**, a Maine limited liability company, with an address of 100 Kensington Street, Portland, Maine, with respect to a 50 foot wide private road on the east side of Presumpscot Street in the City of Portland, Cumberland County, Maine.

Background Facts

- BAS Eldredge LLC is the owner of a 50 foot wide private road running from Presumpscot Street to the railroad tracks described in the 2012 deed to BAS Eldredge LLC from St. Lawrence & Atlantic Railroad Company recorded in the Cumberland County Registry of Deeds in Book 29365, Page 256 ("Private Road"), which provides access to its land described in a 2000 deed recorded in Book 28021, Page 318.
- Maine Yacht Center, LLC has an access easement to use the Private Road in common with others, based on a 2012 Easement Deed to be recorded with this agreement, which is appurtenant to its land described in two 2012 deeds recorded in Book 30168, Pages 179 and 181.
- HOLCIM (US), Inc. also has an access easement to use the Private Road in common with others, based on its 2008 deed recorded in Book 27735, Page 166, originally described in the 1980 deed recorded in Book 4676, Page 147.
- BAS Eldredge has the right to grant other lots the right to use the Private Road in common with others.
- Both of the parties to this Agreement want to establish a written agreement regarding maintenance and improvement decisions and sharing of improvement and maintenance costs for the commonly used Private Road, and make the following agreements:

Agreements

1. General Policy of Costs: The reasonable costs of improving and maintaining the Private Road shall be shared equally by the parties owning lots which benefit from the Private Road.
2. Formula: The formula to determine each party's share of costs of improving and maintaining the Private Road shall be determined as follows:
 - a. Each lot benefitted by the Private Road shall pay an equal share of road improvement and maintenance costs.
 - b. If any of the benefitted lots are divided into two or more lots, then the owners of the newly created lots shall also pay an equal share from the date their lot is created.
 - c. This calculation shall be changed every time a new lot is created from any of the lots described in this agreement or a new lot is benefitted by a new access easement from Eldredge Lumber LLC.
3. Maintenance decisions: As the owner of the Private Road, BAS Eldredge LLC shall have the exclusive right to decide what maintenance work, including snow plowing, needs to be done to the Private Road to maintain a safe and sound road surface on the Private Road, serving the reasonable needs of all lot owners using it.
4. Maintenance work: BAS Eldredge LCC shall have the right, but not the obligation, to do all reasonably necessary maintenance work itself or to hire contractors to do the necessary maintenance work at a reasonable cost. Should BAS Eldredge LLC fail to do any maintenance work that is reasonably necessary, then after written notice to BAS Eldredge LLC, then the owner of any other lot or lots may do that necessary work at the sole expense of the lot owners doing the work.
5. Improvements: If BAS Eldredge, LLC, reasonably decides that the Private Road needs to be improved, such as repaving its surface or making drainage improvements, then BAS Eldredge LLC may arrange to have those improvements made at a reasonable cost.

The owners of any other lot or lots who wish to make other reasonable improvements at their own cost may do so, provided that plans and specifications for those improvements are approved in writing by BAS Eldredge LLC, which approval may not be unreasonably withheld or delayed.

6. Maintenance and Improvement Costs: BAS Eldredge LLC will provide an accounting of the cost of any maintenance work or any improvements, with supporting estimates or bills, to each lot owner within a reasonable time after the work is completed. BAS Eldredge LLC will send reasonable bills to each lot owner periodically for the maintenance and improvement costs, using the formula established by section 2.

7. Damage: Any lot owner who damages the Private Road due to excessive or improper use shall be solely responsible for the cost of restoring the Private Road to its previous condition. BAS Eldredge LLC may hire contractors to restore the Private Road to its previous conditions at a reasonable cost, and may send a bill to the responsible lot owner for its cost.

8. Payment: Each lot owner will pay to BAS Eldredge LLC their respective share of road maintenance, improvement or repair costs within 30 days of receiving their bill. Interest will accrue on any payments due at 18% per annum from the date of the bill if the bill is not paid within 30 days. If the bill is still not paid after 60 days of receiving the bill, then BAS Eldredge LLC may take reasonable collection efforts against the owner who has not paid, and may hire collection agents and/or attorneys, and the collection costs and/or legal fees may be added to the amount owed to BAS Eldredge LLC. All collection costs and fees shall accrue interest at 18% per annum.

9. Lien: There shall be an automatic lien on the lot owned by any owner who fails to make payment of road maintenance, improvement or repair costs as set forth in this Agreement, which shall be held by BAS Eldredge LLC and may be enforced by BAS Eldredge LLC in the same manner as a lien for unpaid assessments under the Maine Condominium Act.

10. BAS Additional Exclusive Easement: BAS Eldredge LLC also has the right to use a 16 foot wide access easement to the north of the Private Road on land of Maine Yacht Center, Inc. for access to its land described in its 2010 deed recorded in Book 28021, Page 318, originally described in the 1978 deed to M.L. Properties Inc. recorded in Book 4365, Page 66. BAS Eldredge LLC is the only holder of an easement to use this 16 foot wide strip of land.

11. Additional Parties: It is anticipated that HOLCIM (US), Inc., or its successors, will join in this agreement and that R&M Properties, LLC (as the owner of land on the Private Road described in the deed recorded in Book 21303, Page 118) may join in this agreement if it obtains deeded easement rights to use the Private Road. Either party may join this agreement by signing a statement showing that it intends to be bound by its terms and having the statement recorded in the Registry of Deeds.

12. Successors: The rights and obligations of the parties to this Agreement shall pass to all future owners of the lots described in the Agreement.

Dated: April 26, 2013

BAS Eldredge LLC

by: [Signature]
print name: SCOTT W. ELDRIDGE
Its Manager

STATE OF MAINE
Cumberland County

April 26, 2013

Scott W. Eldredge, as Manager of BAS Eldredge LLC, personally appeared before me and acknowledged that his/her signature on this Easement Deed was his/her free act and deed on behalf of BAS Eldredge LLC.

[Signature]
Attorney at Law/Notary Public
Printed Name: Cheryl T. Staff
May 24, 2019

Dated: 4/26, 2013

Maine Yacht Center, LLC

By: [Signature]
print name: BRIAN A HARRIS
Its Manager

STATE OF MAINE
CUMBERLAND, ss.

April 26, 2013

Then personally appeared the above named Brian A. Harris Manager of Maine Yacht Center, LLC and acknowledged the foregoing instrument to be his free act and deed on behalf of Maine Yacht Center, LLC.

[Signature]
Attorney at Law/Notary Public
Printed Name: Cheryl T. Staff
May 24, 2019

(version 2-12-13)

Received
Recorded Register of Deeds
May 01, 2013 03:39:50P
Cumberland County
Pamela E. Lovley