

Boundary Line Agreement & Maintenance Agreement

WHEREAS the parties own adjacent lots in the Town of Windham, County of Cumberland, and State of Maine as further described herein; and

WHEREAS the properties are adjacent to either Lisa Drive and/or Jules Drive, which are private roads and rights of way, in the Town of Windham, County of Cumberland and State of Maine.

WHEREAS issues have been identified with the use of said Lisa Drive and Jules Drive which the landowners wish to address;

WHEREAS the parties to this agreement wish to clarify the boundaries and configuration of said Lisa Drive and Jules Drive and the adjacent lots.

NOW THEREFORE the parties agree as follows:

1. Parties.
 - A. In this Agreement, "Cloutier" means Vaughn Robert Cloutier and Monique A. Cloutier individuals with a mailing address of 44 Roosevelt Trail, Windham ME 04062 and is the owner of the following property: Known as Tax Map 11, Lot 49D defined in the deed at the Cumberland County Registry of Deeds (CCRD) in Book 33679, Page 206 which is referred to herein as **Lot A**.
 - B. In this Agreement, "Langerman" means Brian Michael Langerman Trustee of the Brian M. Langerman Revocable Living Trust Ryan A. Pierce with a mailing address of 15 Lisa Drive, Windham ME 4062 and which is owner of the following property: Known as Tax Map 11, Lot 49 and as further described in the Warranty Deed recorded in the CCRD in Book 40739, Page 96 which is referred to herein as **Lot B**.
 - C. In this Agreement, "Zajac" means Adam G. Zajac an individual with a mailing address of 4 Lisa Drive, Windham, ME 04062 and is the owner of the following property: Known as Tax Map 11, Lot 49B and further described in the Deed recorded at the CCRD in Book 34292, Page 119 which is referred to herein as **Lot C**.
 - D. In this Agreement, "Manchester & Summers" means Cathleen Manchester and Ruth Summers individuals with a mailing address of 1083 Intervale Road, New Gloucester, ME 04260 and is the owner of the following property: Known as Tax Map 11, Lot 49, D05 as described in the Deed recorded at the CCRD in Book 39463, Page 84 which is referred to herein as **Lot D**.
 - E. In this Agreement, "Sferes" means Nicholas Ralph and Julie Sferes individuals with a mailing address of 10 Jules Drive, Windham ME 04062 and

are the owners of the following property: Known as Tax Map 11, Lot 49, B02 as described in the Deed recorded at the CCRD in Book 40452, page 251 which is referred to herein as **Lot E**.

2. Prior Agreements.

- A. Easement Deed. From Winston D. Rosendahl, Trustee of the Winston D. and Pearl L. Rosendahl ABC Trust dated May 6, 1991, to Robert Cloutier and Monique A. Cloutier. Said deed dated May 19, 2004, and recorded at the CCRD in Book 21296, Page 171,
- B. Road Maintenance Agreement for Lisa Drive dated May 19, 2004, and recorded at the CCRD in Book 21296, page 176.
- C. Maintenance Agreement, Private Rd. dated February 15, 2002, and recorded at the CCRD in Book 17632, Page 167.

3. Purpose of Agreement. This Agreement is entered into between the parties to adjust the property descriptions and boundary lines of the aforementioned Easements and to modify the Road Maintenance Agreement in compliance with the requirements of the Town of Windham.

4. Agreement. The parties hereto agree upon the new description of the Right of Way known as Lisa Drive and Jules Drive as attached hereto as Exhibit A and B.

The parties have each in turn viewed this Boundary Line Agreement and Maintenance Agreement and the Exhibits attached hereto and accept and desire the same to be the true and correct boundary lines and maintenance agreement between them and admit this to be the location of all boundary lines as described in their respective deeds.

5. Establishment of Lisa Drive & Jules Drive. The parties agree that Lisa Drive & Jules Drive are defined as set forth on the attached Exhibit A and Exhibit B.

Said rights of ways include the right of ingress/egress by foot or vehicle and also the right to install and maintain power and utilities for the properties benefited thereunder.

6. The following restrictions imposed upon Lot B under the Deed found at CCRD Book 23231, Page 163 are hereby rescinded:

- A. The restriction found at CCRD Book 23231, Page 162, in the second to last sentence of the first paragraph which currently reads: "Further, said right of way or easement shall run with the land and is restricted to serve one single-family residence as it exists on the herein-conveyed parcel, which parcel is a portion of the land described in deed recorded in Cumberland County Registry of Deeds in Book 15134, Page 255."

This section is hereby modified to read: "Further, said right of way or easement shall run with the land which is a portion of the land described in deed recorded in Cumberland County Registry of Deeds in Book 15134, Page 255."

B. The last 6 paragraphs found in the document recorded at CCRD Book 23231, Page 164 are hereby terminated. The following wording is hereby revoked:

"This conveyance is made further subject to the following restrictions, which shall run with the land and be binding upon the Grantees, their heirs, successors and/or assigns:

1. The further subdividing of the herein-conveyed parcel is prohibited.
2. All commercial enterprises are prohibited, including without limitation the operation of a repair or storage yard for vehicles, except that a home-based business without commercial traffic shall be acceptable.
3. Animal husbandry is prohibited, except that domestic pets may be kept, but specifically prohibiting the kenneling or keeping of pit bull dogs.
4. Removal of trees as they currently exist along the southerly and southwesterly line is prohibited, except that the Grantees shall have the right to remove diseased trees or those in danger of falling. The Grantee shall also have the right to clear new growth and undergrowth.
5. The erecting or placing of storage or other-type sheds upon the property shall be done in compliance with zoning and set-back ordinances, and shall be maintained in a neat condition, including painting or vinyl siding as applicable."

7. The responsibility of maintenance and plowing expenses for the private ways known as Lisa Drive and Jules Drive shall be shared by the aforesaid Parties, their heirs, successor and/or assigns, as such private way serves said land of the parties, as follows:

A. From the southeasterly side of River Road to the Second Fork in Lisa Drive the cost of maintenance and plowing shall be shared as follows:

1. Lot B shall be responsible for 25% of said cost.
2. Lot C shall be responsible for 25% of said cost.
3. Lot D shall be responsible for 25% of said cost; and
4. Lot E shall be responsible for 25% of said cost.

B. From the second fork in Lisa Drive to Lot E the cost of maintenance and plowing shall be shared as follows:

1. Lot C shall be responsible for 33.3% of said cost;
2. Lot D shall be responsible for 33.3% of said cost; and
3. Lot E shall be responsible for 33.3% of said cost.

8. Lot B is hereby granted access over and across Monique Drive, a proposed private way to abut Lot B and to be constructed in the future over Lot A. Said access to Monique Drive shall include the right of ingress/egress by foot or vehicle and also the right to install and maintain power and utilities for the properties benefited thereunder. Upon completion, the parties abutting Monique Drive agree to enter into a Road Maintenance Agreement and to share the cost of maintenance of said Monique Drive on an equitable basis.

9. Any provisions of the previously recorded Easements or Maintenance Agreements not inconsistent with the terms of this Agreement shall remain in full force and effect.

10. **Recordation.** The parties shall cause or permit this agreement along with any survey plat showing the agreed boundary and descriptions to be recorded in the Cumberland County Registry of Deeds.

Upon Approval by the Town of Windham Planning Board of the Subdivision Plan of Monique Drive Subdivision for ROBERT CLOUTIER, Mr. Cloutier will cause to be recorded a copy of the Proposed Subdivision Plan attached hereto as Exhibit C.

11. **Effect.** The boundaries agreed upon will be permanent and binding upon the heirs and assigns of the undersigned parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed this:

SIGNED, SEALED AND DELIVERED in the presence of:

_____, 2025
Date Vaughn Robert Cloutier

_____, 2025
Date Monique A. Cloutier

_____, 2025
Date Brian Michael Langerman Trustee of
The Brian M. Langerman Revocable
Living Trust

_____, 2025
Date Adam G. Zajac

_____, 2025
Date Cathleen Manchester

_____, 2025
Date Ruth Summers

_____, 2025
Date Nicholas Ralph Sferes

_____, 2025
Date Julie Sferes

State of _____)
_____ County)
_____, 2025

Then personally appeared
and acknowledged the foregoing instrument to be his/her/its free act and deed.

Before me,

Notary Public

Printed Name of Notary

EXHIBIT A
Right of Way

A certain lot or parcel of land with the improvements thereon on the southerly side of Jules Drive in the Town of Windham, County of Cumberland, State of Maine as shown on the Plan of a Private Road, by Sebago Technics, Inc., (project number 04351), last dated April 9, 2024, and being more particularly bounded and described as follows:

Beginning at a found iron rod at the northeasterly corner of land now or formerly of Robert Cloutier as described in Deed Book 15134, Page 255 of the Cumberland County Registry of Deeds (CCRD);

1. Thence S 02°00'25" W along land of Cloutier, a distance of 7.20 feet to a point of curvature;
2. Thence through land now or formerly of Cathleen Manchester and Ruth Summers as described in Deed Book 39463, Page 84, on a compound curve having a chord length of 134.28 feet, a radius of 515.00 feet, a chord of S 85°45'55" W a distance of 134.67 feet to a point of curvature;
3. Thence through land of Manchester and Summers, on a compound curve having a chord length of 67.42 feet, a radius of 835.00 feet, a chord of N 89°03'26" W a distance of 67.44 feet to a point of tangency;
4. Thence N 02°04'11" W through land of Manchester and Summers, a distance of 50.89 feet;
5. Thence N 87°55'49" E through land of Manchester and Summers, a distance of 50.00 feet;
6. Thence S 02°04'11" E through land of Manchester and Summers, a distance of 50.00 feet;
7. Thence through land of Manchester and Summers, on a compound curve having a chord length of 63.02 feet, a radius of 835.00 feet, a chord of N 83°02'03" W a distance of 63.02 feet;
8. Thence N 56°17'22" W through land of Manchester and Summers, a distance of 25.62 feet to a point on Jules Drive;

9. Thence N 87°55'49" E through land of Adam G. Zajac as described in Deed Book 15127, Page 250, a distance of 426.08 feet to the **Point of beginning**.

The total area of the above-described parcel is approximately 6,258 Square Feet.

The bearings shown hereon are Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

HMC:mwe
December 19, 2024

Exhibit B

Access Easement

A certain easement over a portion of land situated on the southwesterly side of Lisa Drive, in the Town of Windham, County of Cumberland, and State of Maine as shown on Exhibit B of Proposed Access Easement Modification, by Sebago Technics, Inc., dated January 14, 2025, and being more particularly bounded and described as follows:

Beginning at an iron rod the northwesterly corner of land of The Brian Michael Langerman Revocable Living Trust as described in Deed Book 34894, Page 25 of the Cumberland County Registry of Deeds;

1. Thence S 63°31'02" E, along an existing Access Easement as described in Deed Book 23231, Page 161, a distance of 104.61 feet;
2. Thence S 87°55'49" W, through land of The Brian Michael Langerman Revocable Living Trust, a distance of 35.19 feet;
3. Thence N 50°39'36" W, through land of The Brian Michael Langerman Revocable Living Trust, a distance of 75.59 feet to the **Point of Beginning**.

The bearings shown hereon are Grid North, Maine State Plane Coordinate System, West Zone 1802, NAD83.

