

# REAL ESTATE EASEMENT AGREEMENT

THIS AGREEMENT is made on April 22, 2021, by and between Elizabeth Micucci DBA Libby's Bistro of 111 Main St, Gorham, New Hampshire 03581, hereinafter ("Grantor"), and Joseph Micucci of 101B Main St, GORHAM, New Hampshire, 03581 hereinafter ("Grantee").

## Recitals

A. The Grantor is the owner of certain real property commonly known as 111 Main St, Gorham, New Hampshire, 03581, and more fully described as follows: Town of Gorham - Map# U5 Lot# 22, (Servient Estate).

B. The Grantee is the owner of certain real property commonly known as New Hampshire, 101B Main St, GORHAM Joseph Micucci, Gorham Town Map U5 - Lot# 21, ("Dominant Estate").

C. The Grantee desires to acquire certain rights in the Servient Estate.

## 1. Grant of Easement

For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate: Town of Gorham - Map# U5 Lot# 22.

## 2. Character of Easement

It is the intention of the parties that the easement granted appurtenant to the Dominant Estate, in that the easement benefits the use and enjoyment of the Dominant Estate by For the use of five parking spaces.

## 3. Duration and Binding Effect

The easement shall endure ~~0~~ <sup>in perpetuity</sup> years. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective parties.

## 4. Purpose of Easement

The easement will benefit the Grantee by For the use of five parking spaces.

## 5. Limitations

It is expressly agreed that the easement, rights, and privileges conveyed to Grantee are limited to To provide five parking spaces for the Hotel..

## 6. Exclusiveness of Easement

The easement, rights, and privileges granted by this easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant, or nonexclusive, and Grantor reserves and retains the right to convey similar easement and rights to such other persons as Grantor may deem proper.

## 7. Grantor's Rights

Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the land subject

to this easement for any and all purposes that do not interfere with or prevent the use by Grantee of the easement. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other like uses. The Grantor further reserves the right to dedicate all or any part of the property affected by this easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the easement. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

### **8. Grantee's Rights and Duties**

Grantee shall have the duty to repair and maintain the property subject to the easement and shall at all times keep the easement property free and open for the benefit of Grantor and any other concurrent user. Grantee shall at all times act so as to safeguard Grantor's property. Grantee shall have the right to keep access to the easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

### **9. Termination**

This easement may be terminated by written agreement signed by all owners of record and other successors to the respective interests of Grantor and Grantee in the Dominant and Servient Estates. Grantee, his/her heirs, successors, and assigns may execute and record a release of this easement at any time. This easement shall also terminate if the purposes of the easement cease to exist, are abandoned by Grantee, or become impossible to perform.

### **10. Failure to Perform**

Should Grantee fail to perform any covenant, undertaking, or obligation arising under this easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the easement shall be of no further effect. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the easement of record. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the easement to be terminated.

### **11. Entire Agreement**

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect. Any modification of this Agreement must be in writing and must be signed by both parties.

### **12. Attorney's Fees**

If legal action is initiated by either party for the purpose of enforcing or interpreting this Agreement, or to compel the recording of a release, the prevailing party shall be entitled to recover from the

Losing party reasonable expenses, attorney's fees, and costs.

The parties have executed this agreement on the above mentioned date.

GRANTOR:

By   
Elizabeth Micucci DBA Libby's Bistro

Date: 4/22/22

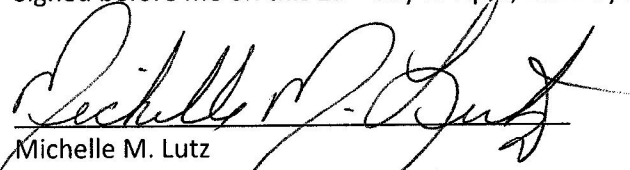
GRANTEE:

By:   
Joseph Micucci

Date: 4/22/2021

State of New Hampshire  
County of Coos

Signed before me on this 22<sup>nd</sup> day of April, 2021 by Joseph Micucci and Elizabeth Micucci

  
Michelle M. Lutz  
Notary Public, State of New Hampshire  
My commission expires 12/19/2023

