

## EASEMENT DEED

**CHARLES P. HARRIMAN, in his capacity as TRUSTEE of THE CHARLES P. HARRIMAN TRUST – 1992**, which trust is dated July 28, 1992, with an address of 98 Field Road, Falmouth, Maine 04105, (the "Grantor") for consideration paid, grants to the **TOWN OF FALMOUTH**, a Maine municipal corporation with a mailing address of 271 Falmouth Rd., Falmouth, ME 04105, its successors and assigns (the "Grantee") with QUITCLAIM COVENANT, certain perpetual, non-exclusive rights and easements, for the purposes described herein, over, under and across a portion of the property of the Grantor located in the Town of Falmouth, Cumberland County, State of Maine described in a Quitclaim Deed Without Covenant from Charles P. Harriman to the Grantor dated August 15, 2013 and recorded in the Cumberland County Registry of Deeds in Book 31023, Page 253 (the "Grantor's Property"), said portion of the Grantor's Property subject to said rights and easements being shown as "Subdivision Plan of Harriman Property" on Schedule A attached hereto and made a part hereof and being more particularly described as follows (hereinafter, the "Easement Area"):

### Proposed Road Right of Way

An easement over a certain proposed Right of Way situated on the northwesterly side of Field Road in the Town of Falmouth, County of Cumberland, State of Maine, said proposed road being more particularly bounded and described as follows:

All of a "Proposed 50-foot wide road Right of Way and including Reserved Future Right of Way" as shown on a certain Plan of land titled "Subdivision Plan of Harriman Property" with revision date of July 19, 2016 by St. Clair Associates. Also, graphically represented in (red) on Schedule B attached for reference.

Meaning and intending to describe a certain proposed 50-foot wide right of way and including areas shown as Reserved Future Right of Way.

### 10-foot Wide Pedestrian Easement

Also a certain 10-foot wide Pedestrian Easement situated on the southerly side of Lot 4 as shown on said plan;

Beginning at a capped 5/8-inch rebar set in the northwesterly side of a certain "Reserved Future Right of Way" as shown on said plan at the southeasterly corner of Lot 4 being the northeasterly corner of Lot 3;

Thence S 28°-40'-36" W, by and along said Reserved Future Right of Way, a distance of 10.00 feet to a point;

Thence N 62°-11'-38" W, passing through Lot 3, a distance of 188.09 feet to a point; Thence N 16°-44'-23" E, by and along land designated as "Open Space" as shown on said plan, a distance of 10.19 feet to a capped 5/8-inch rebar set;

Thence S 62°-11'-38" E, by and along Lot 4, a distance of 190.05 feet to the point of beginning.

Meaning and intending to describe a certain 10-foot Wide Pedestrian Easement containing 1,890 square feet, more or less.

Graphically represented in (blue) on Schedule B attached for reference.

### Pedestrian Easement - Land Retained

Also a certain easement situated along a portion of the southwesterly side of Lot 3 as shown on said plan;

Beginning at a capped 5/8-inch rebar set at the northwesterly corner of Lot 3 as shown on said plan;

Thence S 16°-44'-23" W, passing through remaining land of Charlie Harriman, a distance of 123.54 feet to a point;

Thence N 73°-12'-28" W, passing through remaining land of Charlie Harriman, a distance of 30.28 feet to a capped 5/8-inch rebar set in the northeasterly line of land now or formerly of Town of Falmouth;

Thence N 16°-46'-07" E, by and along land of Town of Falmouth, a distance of 123.54 feet to a capped 5/8-inch rebar set;

Thence S 73°-12'-48" E, by and along land designated as "Open Space" as shown on said plan, a distance of 30.22 feet to the point of beginning.

Meaning and intending to describe a certain Possible Future Pedestrian Easement containing 3,737 square feet, more or less.

The above described property being a portion of the premises described in a deed recorded in Book 3827 Page 40 and Book 4537 Page 171.

Graphically represented in (yellow) on Schedule B attached for reference.

### PEDESTRIAN AND BICYCLE RIGHTS AND EASEMENTS

The rights and easements granted herein are for the sole purpose of providing pedestrian and bicycle use by the general public, subject to reasonable rules and regulations established by the Grantee. No above ground structures may be erected in the Easement Area without the prior written consent of the Grantor other than surface level monumentation and signage relating solely to the 10-foot Wide Pedestrian Easement and the Pedestrian Easement – Land Retained. Any fill, excavation or other activities by the Grantee within the 10-foot Wide Pedestrian Easement and the Pedestrian Easement – Land Retained shall not materially alter the existing land contours and drainage characteristics within the Easement Area or elsewhere on the Grantor's Property. Motorized equipment and vehicles of any nature shall not be permitted within the Easement Area, except for the Grantee's ongoing maintenance, repairs or trail work within the 10-foot Wide Pedestrian Easement and the Pedestrian Easement – Land Retained, and except for use of the trail by disabled individuals using motorized wheelchairs or the like. The Grantee shall be responsible for all maintenance and repairs of the 10-foot Wide Pedestrian Easement and the Pedestrian Easement – Land Retained, and, at the Grantor's request, shall construct at both ends of the trail signage regarding rules for use and/or barriers to discourage motorized access and other uses that unreasonably disturb soils, wetland areas, plants or wildlife habitat or the quiet use and enjoyment of the Grantor's Property by the Grantor. The Grantor shall not take any action to prohibit or discourage use of the Easement Area by the Grantee, its successors and assigns, and by the general public in accordance herewith.

Reserving to the Grantor, its successors and assigns, the use and enjoyment of the

Easement Area for all purposes as are not inconsistent with and which shall not materially interfere with the uses thereof by the Grantee, its successors and assigns, and by the general public, for the purposes described herein, provided that no building, wall, fence or any other kind of permanent structure shall be erected within the Easement Area without the prior approval of the Grantee, which approval shall not be unreasonably withheld, conditioned or delayed.

By acceptance of this instrument, the Grantee shall be deemed to have accepted the rights and easements herein and all of the terms, conditions and obligations set forth herein.

The rights and easements granted herein and the terms and conditions hereof shall run with the land and shall be binding upon and shall inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

This conveyance is made subject to all zoning and building restrictions, other rights, easements, covenants, conditions and restrictions of record affecting the Grantor's Property, including without limitation, the Subdivision Plan of Harriman Subdivision (including all terms, conditions and notes thereon) dated \_\_\_\_\_, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book \_\_\_\_, Page \_\_\_\_, and the Declaration of Covenants, Conditions and Restrictions And Agreement Regarding Road Maintenance of Harriman Subdivision, Falmouth, Maine dated \_\_\_\_\_, 2016 and recorded in said Registry in Book \_\_\_\_\_, Page \_\_\_\_, and any amendments thereto.

IN WITNESS WHEREOF, Charles P. Harriman, in his capacity as Trustee of The Charles P. Harriman Trust – 1992, has caused this instrument to be executed under seal this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

The Charles P. Harriman Trust – 1992

\_\_\_\_\_

\_\_\_\_\_

Charles P. Harriman, Trustee

STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 2016

Then personally appeared the above-named Charles P. Harriman, Trustee of The Charles P. Harriman Trust- 1992, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of The Charles P. Harriman Trust - 1992.

Before me,

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

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