

**EASEMENT DEED
(Sidewalk)**

KNOW ALL PERSONS BY THESE PRESENTS that Ocean View at Lunt School, LLC, a Maine limited liability company, and Ocean View Retirement Community Limited Partnership, a Maine limited partnership (collectively, hereinafter “Grantor”) for consideration paid, grant to the Town of Falmouth, a municipal corporation, having a place of business at 271 Falmouth, Road, Falmouth, Cumberland County, Maine 04105, its successors and assigns (“Grantee”), with **QUITCLAIM COVENANT**, the perpetual rights and easements described herein, which shall run with the land, over, across, and under portions of the Grantor’s property located in Falmouth, Cumberland County, Maine being described as follows (collectively, the “Easement Area”):

The portions of **Lot A/B**, and **Lot M** labelled as “30’ sidewalk easement” as depicted on the 13th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties made for Ocean View Retirement Community Limited Partnership by Titcomb Associates, dated May 9, 2016, as revised through _____, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book _____, Page _____, (the “13th Amended Plan”) and that portion of **Lot E** labelled as “75’ wide utility/sidewalk easement” as depicted on the 12th Amended Subdivision Plat, Plummer, Motz & Lunt School Properties, made for Ocean View Retirement Community Limited Partnership et al, by Titcomb Associates, dated May 2, 2016 as revised through July 22, 2016, and recorded in the Cumberland County Registry of Deeds, Plan Book 216, Page 311 (the “12th Amended Plan”).

Grantor and Grantee agree to amend and supplement, within 90 days from the date hereof, this Easement with a metes and bounds description of such Easement Area.

Grantor shall be responsible for the initial construction of a sidewalk (but not for any lighting thereof) along Middle Road (Route 9), connecting to Lunt Road at one end and Blueberry Lane at the other end, portions of which may be constructed within the right of way of Middle Road (Route 9) and portions of which may be on the Grantor’s Property within the Easement Area. Following completion of the Grantor’s construction of the sidewalk, in accordance with plans approved by Grantee, and upon inspection and acceptance thereof by the Grantee, Grantee shall thereafter assume ownership of the sidewalk and shall have the perpetual right, but not the obligation, to use, alter, pave, extend, relocate, maintain, repair, and replace the sidewalk and all appurtenances thereto for use by the public.

IN WITNESS WHEREOF, the said Ocean View at Lunt School, LLC, by its duly authorized Manager, and Ocean View Retirement Community Limited Partnership, by its duly authorized General Partner, thereunto duly authorized, have executed and delivered this deed as of this ___ day of December, 2016.

Signed, Sealed and Delivered
in the Presence of:

Ocean View at Lunt School, LLC
By: Ocean View Management Company,
Its Manager

By: _____
John B. Wasileski, Its President

Ocean View Retirement Community
Limited Partnership
By: Ocean View Management Company,
Its General Partner

By: _____
John B. Wasileski, Its President

STATE OF MAINE
CUMBERLAND, ss.

December ____, 2016

Then personally appeared the above named John B. Wasileski, President of Ocean View Management Company, Manager of said limited liability company and General Partner of said limited partnership, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation, said limited liability company and said limited partnership, before me,

Attorney at Law
Printed Name: Ronald Epstein