

**SIDEWALK EASEMENT**

**469 DOTEN, LLC**, a Maine limited liability company, whose mailing address is P.O. Box 215, Portland, Maine 04112-0215 (the “Grantor”), for valuable consideration, the receipt of which is hereby acknowledged, hereby grants to the **TOWN OF FALMOUTH**, a Maine municipal corporation, whose mailing address is 271 Falmouth Road, Falmouth, Maine 04105 (the “Grantee”), the following described right and easement, for the benefit of the Grantee and members of the public generally, over land of the Grantor located along the easterly side of Farm Gate Road in Falmouth, Cumberland County, Maine, as shown on a plan entitled “Grading & Dimensions 10 Scale Plan, Tidewater Village Parcels No. 4, 469 Doten, LLC, Falmouth, Maine,” dated April 28, 2015, as most recently revised October 5, 2015, a reduced copy of which is attached hereto as Schedule A (the “Plan”):

The right and easement to utilize that portion of the sidewalk approximately situated and designated as “Farm Gate Road Sidewalk” on the Plan that is located on the Grantor’s property adjacent to the easterly side of Farm Gate Road (the “Easement Area”) for pedestrian traffic and non-motorized conveyances such as, by way of example and not be way of limitation, tricycles, bicycles, baby carriages and the like, provided that motorized equipment meant to transport one person on equipment similar to a scooter used for people with a physical handicap or equipment such as a Segway meant to transport one person with limited speeds shall also be permitted, and such other similar uses commonly made of sidewalks in the Town of Falmouth, following the completion of the construction of the sidewalk by the Grantor in connection with the Grantor’s development of the Grantor’s property as a restaurant facility in accordance with the approvals thereof granted by the Town of Falmouth Planning Board. The Grantor shall maintain the sidewalk, together with that portion located within the legal right of way of Farm Gate Road, which maintenance shall include clearing of snow and ice and other obstructions, and the repairing thereof as necessary. The Grantee shall not be responsible for maintaining the Easement Area but may do so, at its option, in connection with the maintenance of any portion of the sidewalk located within the legal right of way of Farm Gate Road. In the event the Grantee chooses to undertake any maintenance or to make any improvements to the Easement Area, the Grantor shall reimburse the Grantee for the reasonable costs thereof provided that prior to undertaking any such work, the Grantee shall consult with the Grantor regarding the costs thereof.

The premises of the Grantor to which this Sidewalk Easement relates comprise a portion of the premises conveyed to the Grantor by Deed of The Emery-Waterhouse Company dated March 13, 2006, and recorded in Book 23808, Page 168 of the Cumberland County Registry of Deeds.

The right and easement conveyed herein and the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

BATH SAVINGS INSTITUTION, holder of (a) a Mortgage from the Grantor dated August 1, 2013, and recorded in the Cumberland County Registry of Deeds in Book 30902, Page 38, and (b) an Assignment of Leases and Rents from the Grantor dated August 1, 2013, and recorded in said Registry of Deeds in Book 30902, Page 45 (collectively, the "Security Documents"), hereby joins in this Sidewalk Easement for the sole and limited purpose of releasing the right and easement granted herein, and no other, from the Security Documents, and agreeing that in the exercise of its rights under the Security Documents it will recognize and agree to be bound by the terms and provisions hereof. The execution and delivery of this Sidewalk Easement by BATH SAVINGS INSTITUTION shall in no way affect or impair the right of BATH SAVINGS INSTITUTION to hold under the Security Documents, as security for the sums remaining due thereon, all the remainder of the mortgaged premises therein conveyed or described and not hereby released.

IN WITNESS WHEREOF, 469 DOTEN, LLC and BATH SAVINGS INSTITUTION have caused this instrument to be executed by their authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

469 DOTEN, LLC

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Steve Doten  
Its Manager

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 201\_\_

Then personally appeared before me the above-named Steve Doten, Manager of 469 Doten, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said 469 Doten, LLC.

\_\_\_\_\_  
Notary Public/Attorney At Law

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

My commission expires: \_\_\_\_\_

BATH SAVINGS INSTITUTION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Its \_\_\_\_\_

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

STATE OF MAINE  
CUMBERLAND, ss.

\_\_\_\_\_, 201\_\_

Then personally appeared before me the above-named \_\_\_\_\_,  
\_\_\_\_\_ of Bath Savings Institution, and acknowledged the foregoing  
instrument to be his/her free act and deed in his/her said capacity and the free act and deed of  
said Bath Savings Institution.

\_\_\_\_\_  
Notary Public/Attorney At Law

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

My commission expires: \_\_\_\_\_

